

NOTICE

ALL POTENTIAL BIDDERS TO NOTE AND ACTION THE FOLLOWING:

1. The **deadline** for submitting requests for Port Entry Permits for attendance at the Compulsory Tender Clarification Meeting by company representatives is **14 November 2025**.
 - The excel application form must be fully completed for each company representative
 - ID copies for each company representative must be attached
 - Both the above must be e-mailed to
TENDERENQUIRIESPDU@transnet.net

NO PERMIT REQUESTS WILL BE ACCEPTED AFTER THE DEADLINE!
2. Company representatives arrive at least an hour early for the meeting to allow security inductions.
3. Company representatives must print and bring Schedule T2.2-01 from the tender document to be signed by TNPA representatives during the meeting.
4. **A Site visit/walk will take place, tenderers are to note:**
 - Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
 - Tenderers without the recommended **PPE** will not be allowed on the site walk.
 - Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
 - All forms of firearms are prohibited on Transnet properties and premises.
 - The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.
 - Transnet will not be held responsible if any Tenderer who did not attend the full duration of the compulsory briefing sessions and subsequently feels disadvantaged as a result thereof.

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF
BREAKWATER (NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY**

RFP NUMBER	: TNPA/2025/05/0010/95183/RFP
ISSUE DATE	: 07 November 2025
COMPULSORY CLARIFICATION MEETING	: 18 November 2025
CLOSING DATE	: 08 December 2025
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks

Number	Heading

The Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable Documents

T2.1	List of Returnable Documents
T2.2	Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Parts 1 & 2)
C1.3	Form of Securities

Part C2: Pricing Data

C2.1	Pricing Instructions
C2.2	Bill of Quantities

Part C3: Scope of Work

C3.1	Works Information

Part C4: Site Information

C4.1	Site Information

Annexures

General Specifications

- Annexure A1: Project Health & Safety Specifications
- Annexure A2: Construction Environmental Management Plan
- Annexure A3: General Quality Requirements for Suppliers and Contractors
- Annexure A4: Baseline Risk Assessment
- Annexure A5: Engineering Drawing Standards Rev 00 (AMP 010)
- Annexure A6: Contractor Document Submittal Requirements' Standard

Particular Specifications

- Annexure B1: Coastal Structures Particular Technical Specifications
- Annexure B2: Concrete *Works* Particular Technical Specifications
- Annexure B3: Dredging Particular Technical Specifications

Generic Specifications

- Annexure C1: Breakwater Armour Units Generic Technical Specifications
- Annexure C2: Drone Surveys Generic Technical Specifications
- Annexure C3: Hydrographic Surveys Generic Technical Specifications
- Annexure C4: Rock Generic Technical Specifications

The Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

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

"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 and the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project"

DESCRIPTION	Construction of the marine works for the upgrade of breakwater (new dolosses) project at the Port of Richards Bay.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Port of Richards Bay, Employee Care Centre (ECC), Ventura Road, Richards Bay on the 18 November 2025 at 10:00am [10 O'clock] for a period of $\pm$ 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

	A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. • Transnet will not be held responsible if any Tenderer who did not attend the full duration of the compulsory briefing sessions and subsequently feels disadvantaged as a result thereof. 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 site meeting and/or tender briefing. 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</i> Representative. Tenderers failing to attend the compulsory tender Clarification meeting will be disqualified.
CLOSING DATE	16:00 on 08 December 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER" – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number

M	A	A	A								

and

Unique registration reference number

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

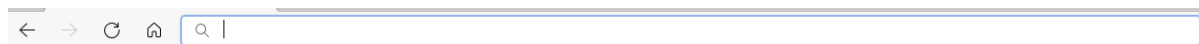
NB: Do not wait for the last minute to register or to upload a tender. Ensure you complete your process at least 1 day (24 hours) before the closing date

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

Go to Google Chrome



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



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password

[Forgot your password?](#)

Sign in

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

If not already registered, click on Sign up now.

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

[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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

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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

Forgot your password?

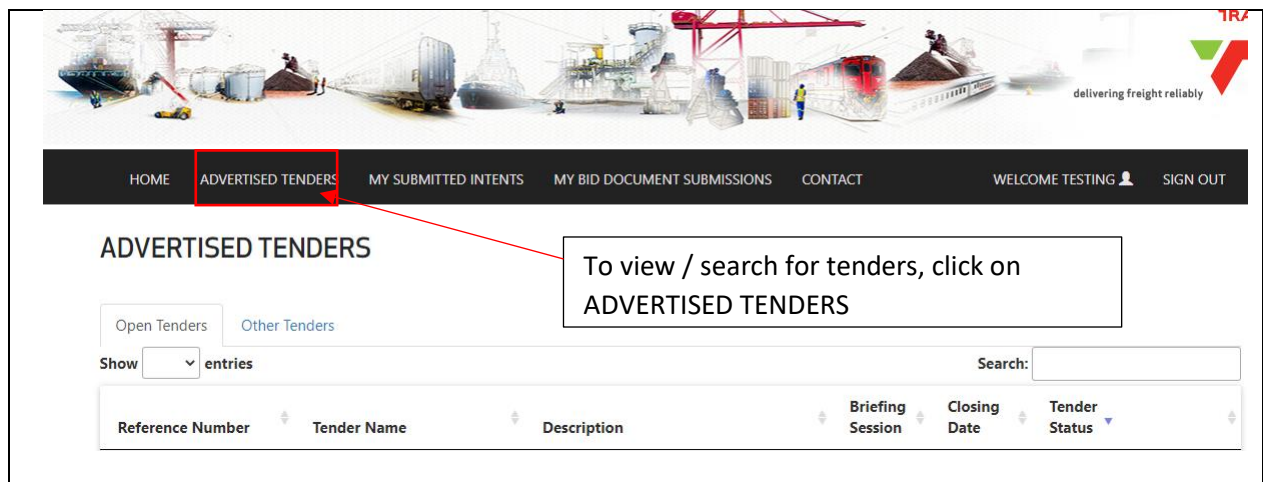
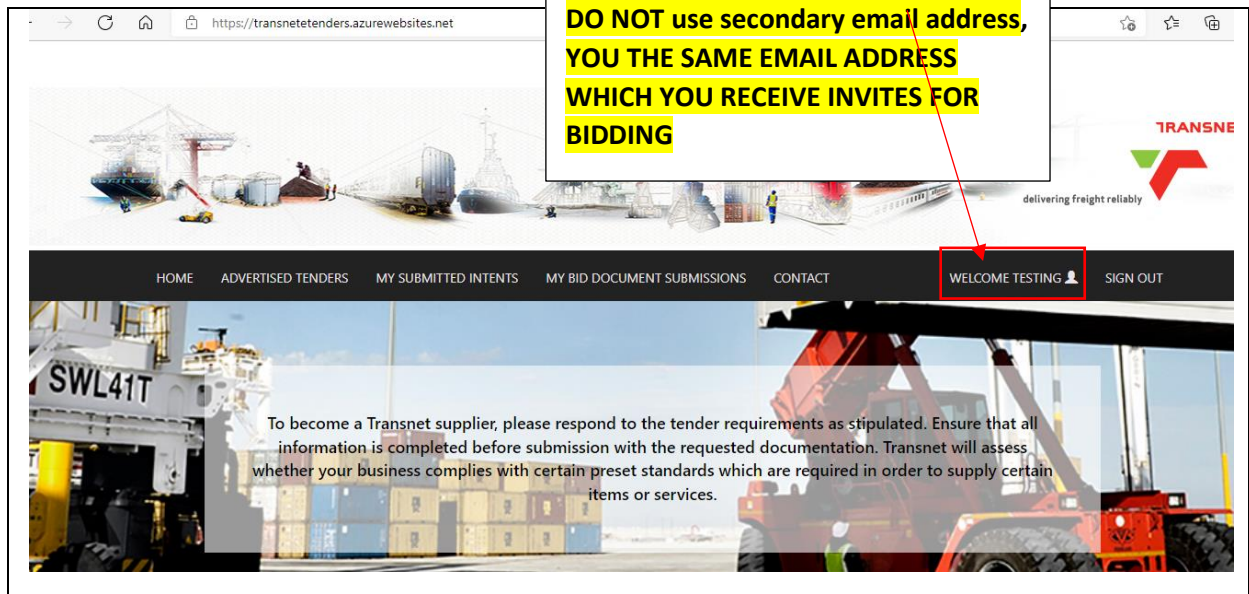
Sign in

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

Then click on Sign in

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

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



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

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

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



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ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

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

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

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

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Submit Intent
Cancel

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

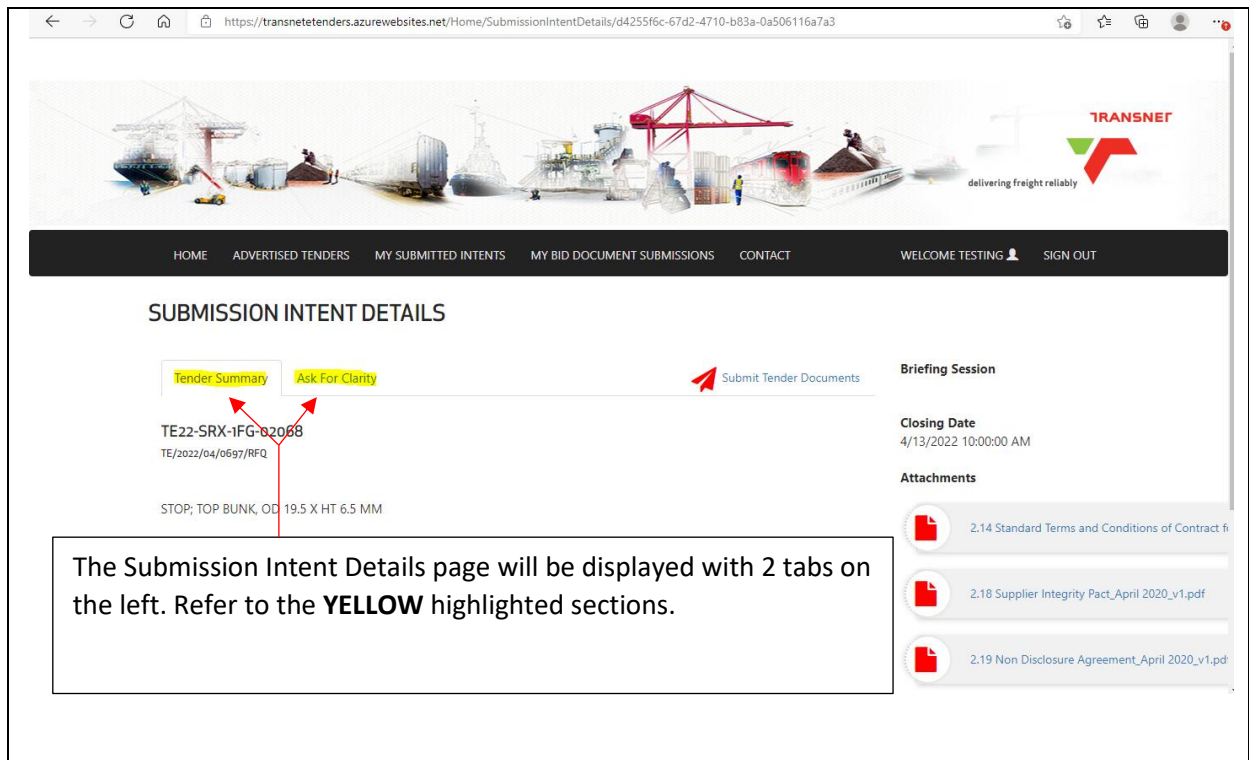
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

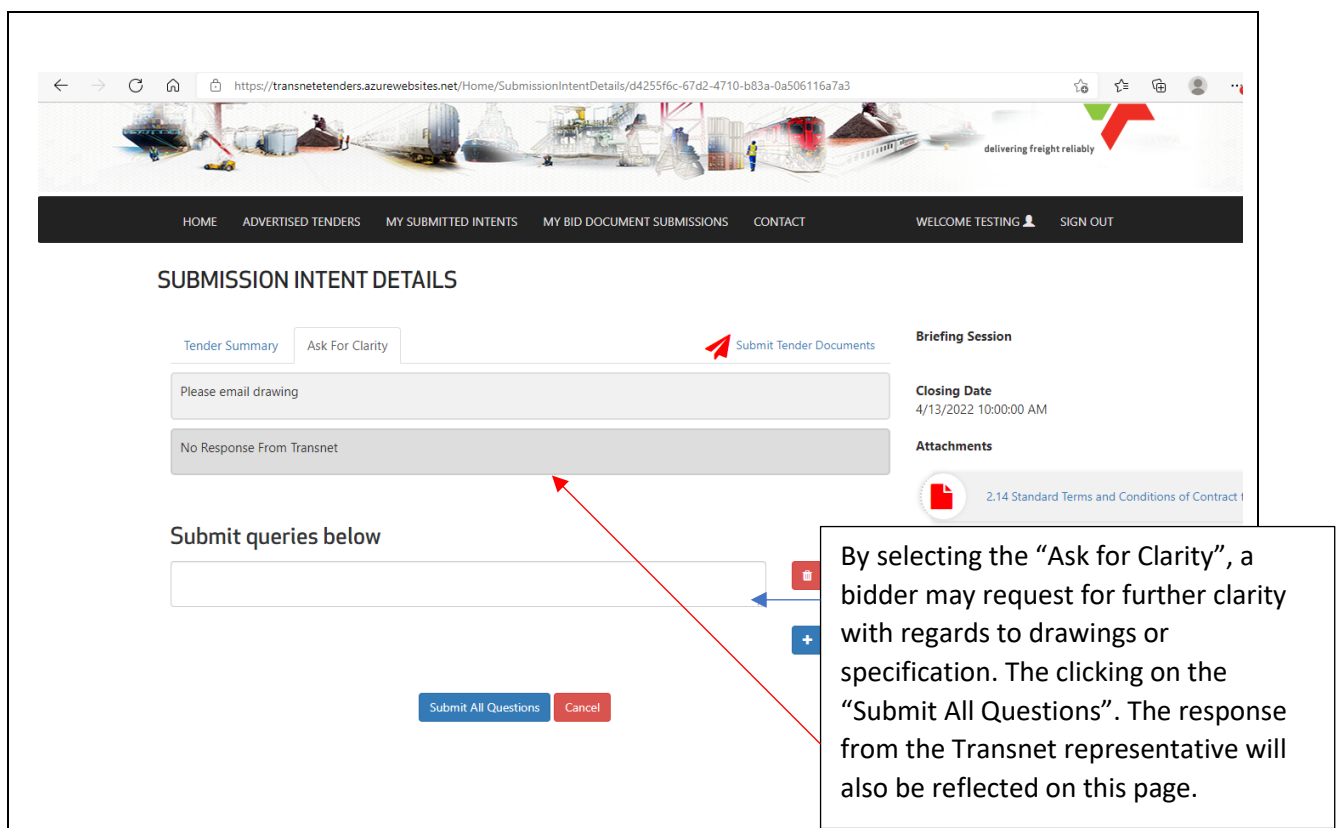
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pd

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

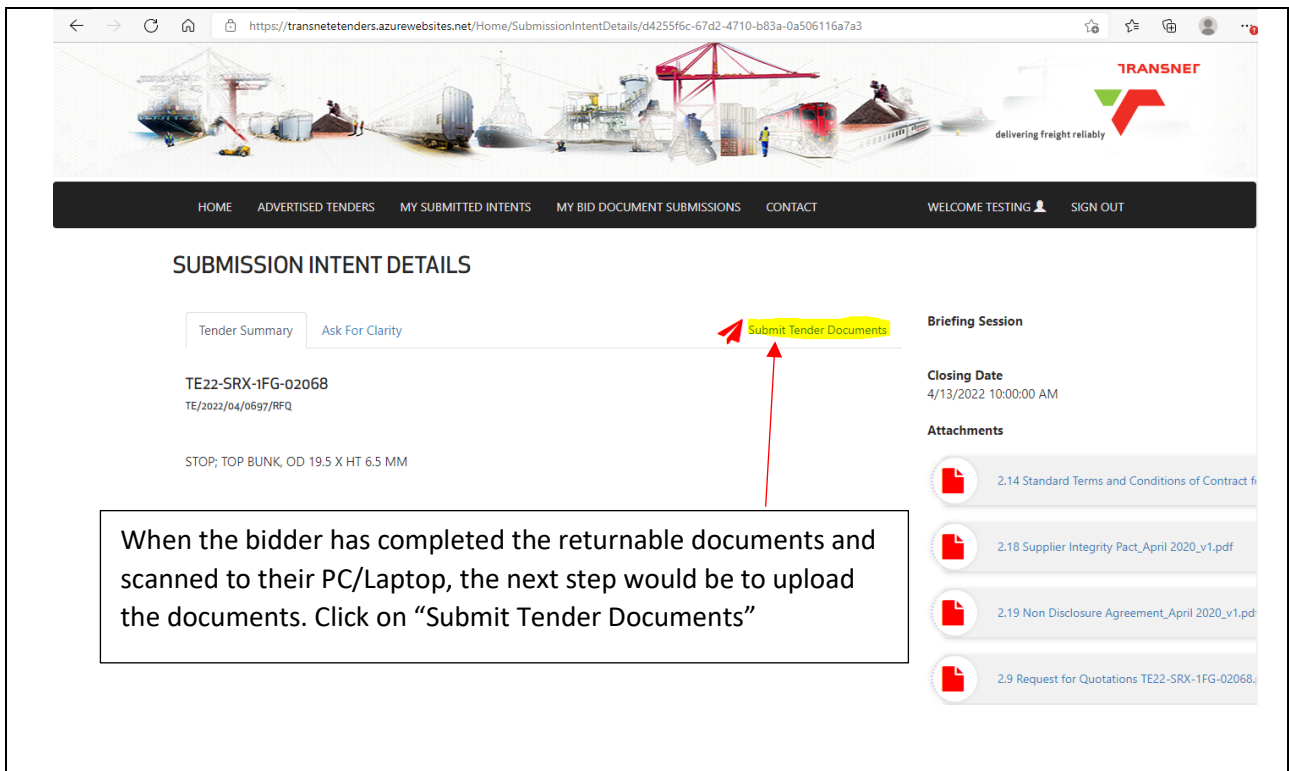
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

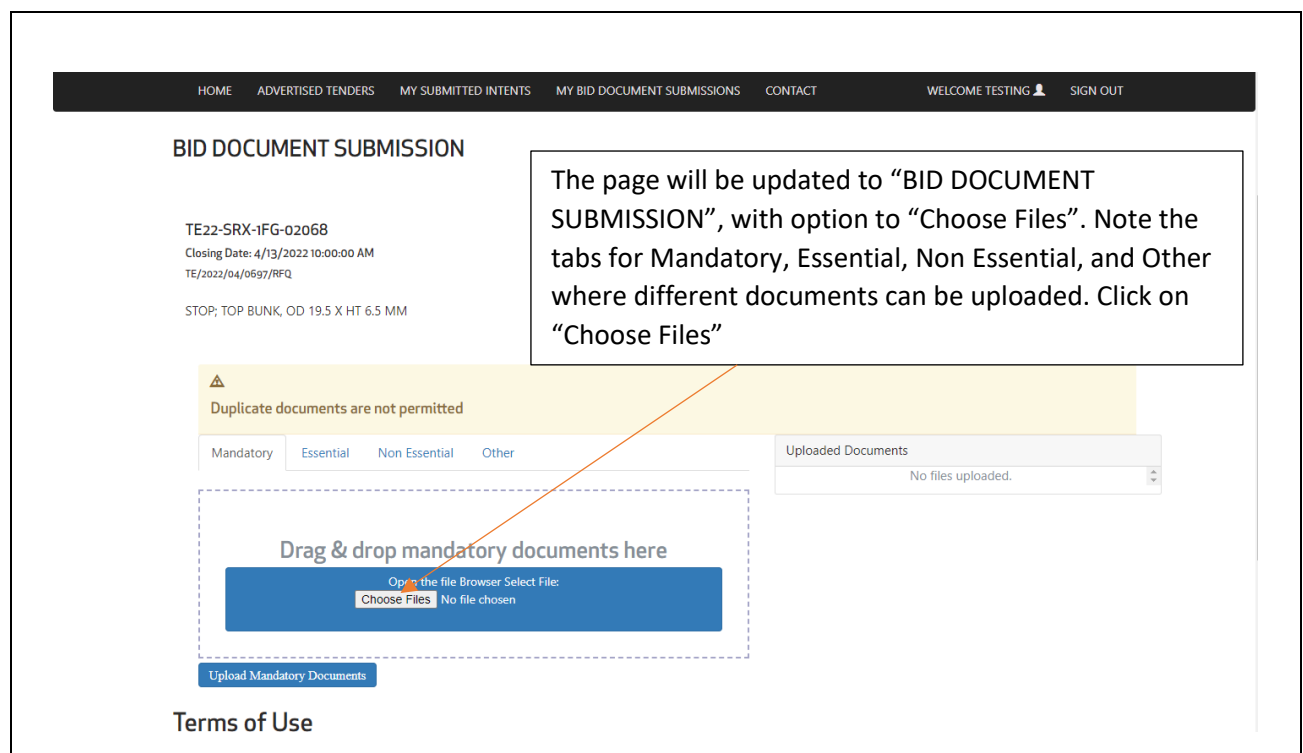
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

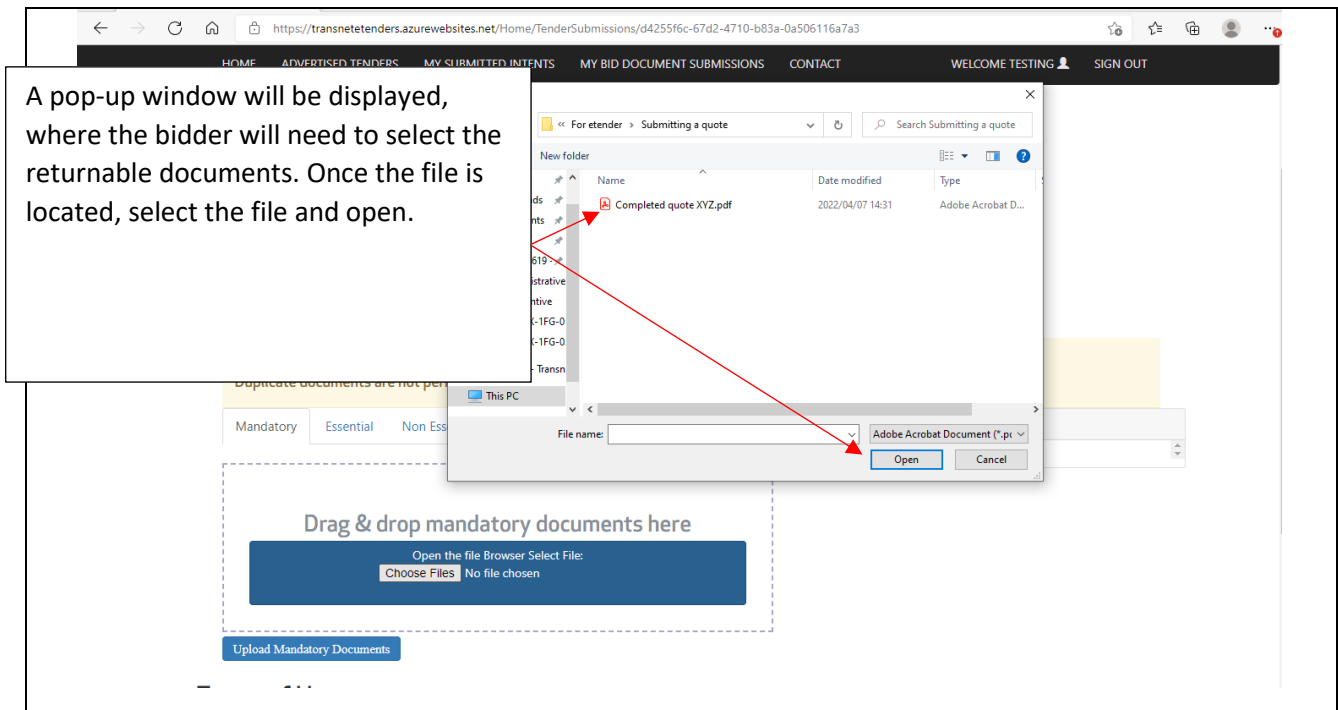
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

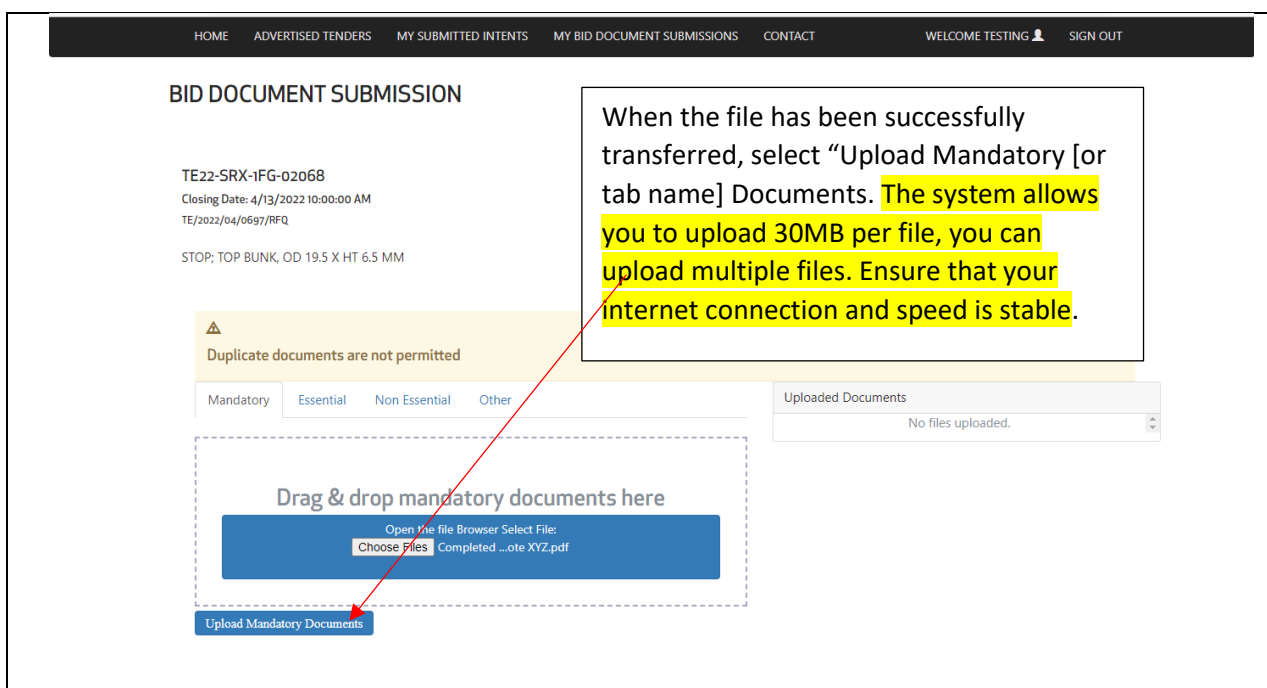
Drag & drop mandatory documents here

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Showing 1 to 1 of 1 entries

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

T1.2 TENDER DATA

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 published in 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(see www.cidb.org.za).

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

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

"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 and the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project"

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bills of Quantities
Part C3: Scope of work	C3.1 Works Information

Part C4: Site Information		C4.1 Site Information
Annexures		Annexures to the RFP Document
C.1.4	The Employer's agent is:	
	Name:	Nomvula Makeleni Vundla
	Address:	Queens's Warehouse 237 Mahatma Gandhi Durban, 4000
	E – mail	TENDERENQUIRIESPDU@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	Stage One: Eligibility: Responsiveness and substantive Test	
	Step 1 - Compulsory clarification meeting attendance	
	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	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
	Step 2 - CIDB Grading	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 9CE class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV)	
	Joint ventures are eligible to submit tenders subject to the following:	
	1. every member of the joint venture is registered with the CIDB;	
	2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and	
	3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered	

for a **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

Step 3 - Substantive Test

- Whether the Bid has been lodged on time
- Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
- Whether the Bid materially complies with the scope and/or specification given
- Whether the Bid contains a priced Bills of Quantities
- Whether the Bid contains a fully completed and signed Form of Offer

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

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

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

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

C.2.7 The arrangements for a compulsory tender clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the compulsory tender meeting and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 Alternative offers will only be considered for the demolition of the existing cap and the construction of a new reinforced concrete cap within the indicative area of South Breakwater.

If a tenderer chooses to submit an alternative offer for the cap design solution as described above, they must:

1. Complete and submit the original Form of Offer and Bills of Quantities; and
2. Complete and submit the alternative offer, ensuring that the total value covers the entire scope of work.

No alternative offer will be accepted without the submission of the original offer.

An alternative offer will only be considered if the main tender offer is the winning bid.

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: **Transnet Ports Authority**
- Contact person and details: **Nomvula Makeleni Vundla**
- The Tender Number:

TNPA/2025/05/0010/95183/RFP

The Tender Description: **Construction of the marine works for the upgrade of breakwater (new Dolosse) project at the Port of Richards Bay.**

Documents must be marked for the attention of:
Employer's Agent: Nomvula Makeleni Vundla

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

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

Time: **16:00** on the **08 December 2025**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

-
- C.2.23 The tenderer is required to submit with his tender:
- a) 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.
 - b) 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;
 - c) Proof of registration on the Central Supplier Database;

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

C.3.11. The minimum number of evaluation points for Technical Criteria is: **60 points**.

Tenderers who fail to obtain a minimum of 60 points on the Technical criteria will not be evaluated further for Preference Points System (Price and Specific Goals).

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03: Experience of Key Persons	Relevant experience for the following: Senior Site Management ≥15 years' Experience (60%) - Contracts Manager (25%) - Construction Manager (20%) - Senior Commercial Manager (15%) - Lead Planner (15%) - Health & Safety Manager (25%) Site Officers ≥5 Years' Experience (40%) - Environmental Officer (25%) - Quality Officer (25%) - Document Controller (25%) - General Foreman (25%)	10	15
	Specific experience related to managing a contract based on the NEC3 ECC conditions of contract for the following personnel: - Contracts manager (Weight 30%) - Construction manager (Weight 20%)	5	

	- Planner (Weight 25%) - Senior Commercial Manager (Weight 25%)		
T2.2-04: Company Previous Experience	Construction of Water-Based Infrastructure projects - The tenderer has completed Water-Based Infrastructure construction project including dredging works - Completion Letter/Certificate	10	20
	Construction of shore protection construction - The tenderer has completed Shore Protection construction project including the production and installation of concrete armour units within a Port application - Completion Letter/Certificate	10	
T2.2-05: Programme	Ability to Provide the Works The Tender Programme submissions must meet these requirements: - The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. - Logically linked using the critical path method (CPM). - In line with core clause 31 of NEC3 ECC - The Tender has also submitted the Basis of Schedule (BoS) clearly indicating production rate and duration estimates. - The Tender Programme has captured the complete scope at minimum level 3 for each discipline. - The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.	7	10

	7. The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work.		
	Provisions of Dates The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Time Risk Allowances, 2. Health and safety requirements, and TNPA approval process 3. Procedures set out in this contract, need to be specific. 4. Site Access and Access to a part of the site if later than its access date, 5. Acceptances/Approvals 6. Plant & Materials and other things to be provided by the employer 7. Identifies key Project Milestones, including but not limited to Starting date, Access dates, Key Dates Planned Completion and Completion Date.	3	
T2.2-06: Approach Paper	The approach paper must include as a minimum but not limited to the following key activities (the <i>Contractor</i> must refer to the works information for a full description of the scope of the works): 1. Demolition of existing south breakwater cap and construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade. 2. Production of 65 t Antifer Cubes, 20 t and 30 t dolos including but not limited to establishment of batch plant, casting, curing and handling of units 3. Placement of 1 t to 5 t rock underlayer on top of the damaged	20	20

	dolos breakwater head at the south breakwater. 4. Dredging of the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes. 5. Transporting and placing of 65 t Antifer Cubes and 30 t dolos Units on south breakwater, and 20 t units on the North Breakwater, including establishment of the cranes. 6. Detailing and casting reinforced concrete plinths as required to ensure continuous safe crane operation and continuous navigation light operation on the breakwaters		
T2.2-07: Health and Safety Requirements	Policy (State points allocated)	1	15
	Roles & Responsibilities	2	
	Baseline risk assessment	4	
	Project Specific Health and Safety Plan	6	
	TNPA Estimate Health and Safety Cost Breakdown	2	
T2.2-08: Quality Management	Project Quality Plan (as per TNPA-QUAL-REQ-014.1)	5	10
	Quality Control Plans (as per TNPA-QUAL-REQ-014.1)	4	
	Quality Policy	1	
T2.2-09: Environmental Management	Environmental Management Plan (EMP)	5	10
	Environmental Policy (EP)	3	
	Declaration of Understanding (DOU)	2	
			100

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

- T2.2-03 Evaluation Schedule: Key persons experience – 15 points
- T2.2-04 Evaluation Schedule: Company previous experience – 20 points
- T2.2-05 Evaluation Schedule: Programme – 10 points
- T2.2-06 Evaluation Schedule: Approach Paper – 20 points
- T2.2-07 Evaluation Schedule: Health and Safety Plan – 15 points
- T2.2-08 Evaluation Schedule: Quality Management – 10 Points
- T2.2-09 Evaluation Schedule: Environmental Management– 10 points

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

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

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

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

Preference points for this bid shall be awarded for:

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

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

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

Selected Specific Goal	Number of points allocated (20 system)	Number of points allocated (10 system)
B-BBEE Status Level of Contributor 1 or 2	6	3
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black-owned	14	7
Non-Compliant and/or B-BBEE level 3-8 Contributors	0	0

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

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

Stage Four: Commercial and Risk Analysis

Commercial and Risk Analysis will be carried out for the highest scoring Tenderer.

Stage Five: Price Negotiation if applicable

Transnet reserves the right to carry out Price Negotiations where applicable.

Stage Six: Objective Criteria

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on this tender to ascertain whether there is a potential unacceptable risk to the Employer which can't be mitigated satisfactorily prior to award.

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;
5. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

-
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - has no legal capacity to enter into the contract;
 - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - does not comply with the legal requirements, if any, stated in the tender data; and
 - is not able to perform the contract free of conflicts of interest.
-

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

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 BBEE 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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



Part T2: Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

T2.2-02 **Stage Two: as per CIDB: Eligibility Criteria Schedule -** CIDB Registration
9CE

2.1.2 Stage Three: these schedules will be utilised for evaluation purposes:

T2.2-03 **Evaluation Schedule:** Key persons experience

T2.2-04 **Evaluation Schedule:** Company previous experience

T2.2-05 **Evaluation Schedule:** Programme

T2.2-06 **Evaluation Schedule:** Approach Paper

T2.2-07 **Evaluation Schedule:** Health and Safety Plan

T2.2-08 **Evaluation Schedule:** Quality Management

T2.2-09 **Evaluation Schedule:** Environmental Management

2.1.3. Stage Four: Specific Goals

T2.2-10 Schedule of proposed subcontractors

2.1.4 Returnable Schedules:

General:

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Site Establishment requirements

T2.2-16 Availability of Equipment and Other Resources

T2.2-17 Capacity and Ability to meet Delivery Schedule

2.1.5 Agreement and Commitment by Tenderer:

T2.2-18 RFQ Declaration Form

T2.2-19 Service Provider Integrity Pact

T2.2-20 Certificate of Acquaintance with Tender Document

T2.2-21 RFP – Breach of Law

T2.2-22 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-23 Supplier Code of Conduct

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

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

T2.2-26 Non-Disclosure Agreement

T2.2-27 Job Creation

2.1.6 Bonds/Guarantees/Financial/Insurance:

T2.2-28 Three (3) years audited financial statements

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

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

T2.2-31 Forecast Rate of Invoicing

2.1.7 Transnet Vendor Registration Form:

T2.2-32 Transnet Vendor Registration Form

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

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

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

- *The Needs Analysis (60 days after acceptance),*
- *The Project Interim Report (21 days after the end of each reporting period),*



- *The Project Completion Report (21 days after Final Completion), and*
- *The Declaration (21 days after acceptance).*

T2.2-33 Environmental Declaration

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantities

2.1.2 Schedules for pre-qualification and eligibility purposes:

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that

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

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name _____ Signature _____
Capacity _____

Attendance of the above company at the meeting was confirmed:

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

T2.2-02: ELIGIBILITY CRITERIA SCHEDULE - CIDB GRADING DESIGNATION

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

2.1.3 Returnable Schedules for evaluation purposes:

T2.2-03: EVALUATION SCHEDULE - EXPERIENCE OF KEY PERSONS

All tenderers are advised to take note of a crucial aspect in the evaluation process concerning the experience and qualifications of individual key personnel, as specified in this tender's evaluation schedule:

1. Details of relevant experience for proposed staff working in construction works listed in 3 below in terms of nature and complexity.
2. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract.
3. Detail of experience must include the following construction works:
 - (a) Installation of Rock Armor (Scour Protection) in major waterways (rivers) or water bodies (oceans, estuaries, bays) subject to tidal conditions
 - (b) Revetments/Groynes
 - (c) Breakwaters/ Sea Walls/ Intake and Outfall Structures in major waterways (rivers) or water bodies (oceans, estuaries, bays) subject to tidal conditions
 - (d) Dredging and reclamation works in in major waterways (rivers) or water bodies (oceans, estuaries, bays) subject to tidal conditions

For the experience of key personnel to be scored during the evaluation, **it is mandatory that they have the minimum required qualifications and Professional registration** as specified below; **only the stated professional registration from the stated professional bodies will be considered.**

Bidders to **provide certified copies of the respective qualifications** as specified in the evaluation schedule. Uncertified documents will not be considered during the assessment process.

The scoring for the minimum experience in the management of NEC3 Engineering and Construction Contract shall only be applicable to the Contracts Manager, Construction Manager, Senior Commercial Manager, and Planner

Minimum requirements for the Key persons are detailed below;

(a) Senior Site Management:

- **Contracts Manager x1,**

Contracts Manager should at least have a BSc/BEng/BTech in Marine/Civil/Structural Engineering and shall be registered with **SACPCMP as a Professional Construction Project Manager (Pr. CPM)**, with a minimum of 5 years of experience in the construction of marine structural engineering projects. The Contracts Manager should also demonstrate a minimum of 4 years' experience in the management of NEC3 Engineering and Construction Contract option.

- **Construction Manager x1,**

Construction Manager should at least have a BSc/BEng/BTech in Civil/QS/Construction qualification and should be registered with **SACPCMP as a Professional Construction Manager (Pr. CM)** with at least 5 years of experience in the construction of marine structural engineering projects. The Construction Manager should also demonstrate a minimum of 4 years' experience in the management of NEC3 Engineering and Construction Contract option.

- **Senior Commercial Manager x1,**

The Senior Commercial Manager must possess a BSc/BEng/BTech degree in Civil Engineering, Quantity Surveying, or Construction Management, along with over 5 years of experience in the built environment. It is essential for the candidate to have a minimum of 4 years' experience working with the NEC3 Engineering and Construction Contract and demonstrate the necessary competencies and skills to comprehend, apply, and effectively manage the commercial aspects of the chosen NEC3 Engineering and Construction Contract option for this project. Tenderers should provide substantial evidence to clearly demonstrate that the candidate fully meets this requirement.

- **Planner x1,**

Planner should have a minimum of 5 years of experience working in marine/civil construction as planner and 4 years' experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. Proficiency certificate for the Planning Software (MS Project or Primavera P6).

- **Health & Safety Officer x1,**

Health and Safety Officer: Professionally Registered as **Construction Health and Safety Officer with SACPCMP (Pr. CHSO)** with minimum of 5 years of experience on marine and civil construction projects and have a National Diploma in Health & Safety Management or Environmental Health as a minimum qualification.

(b) Site Officers

- **Quality Officer x1,**

Quality officer should have a B-Tech, Diploma, and Certified qualification in quality system with relevant quality experience in construction and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. With a minimum of 2 years of experience in a quality systems environment and relevant experience in marine/civil construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

- **Environmental Officer x1,**

Environmental Officer should have a B-Degree in Environmental Management/Science or equivalent with a minimum of 2 years work experience in marine or civil construction. A list of projects where construction environmental management duties have been executed must be provided and include a brief description of such duties.

- **Document Controller x1,**

- Document controllers should have an administrative/document management diploma or equivalent.
- Have a minimum of 2 years of experience working in marine and civil construction in the management of controlling documentation/information and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.

- **General Foreman x1,**

Qualification for General Foremen not compulsory unless the incumbent can demonstrate that he/she has developed the necessary competence with a

minimum of 5 years of experience in the construction of earth retaining structures, marine structures, or similar engineering projects.

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

a) ***Each CV must cover as a minimum of but not limited to the details listed below, including certified Qualification Certificate.***

- i) Personal particulars;
 - ii) Qualifications (degrees, diplomas, certificates of professional registrations with professional bodies);
 - iii) Skills;
 - iv) Name of current employer and position;
 - v) Overview of post-graduation work experience (year, organisation, and position); and
 - vi) Provide a summary of recently completed projects that are similar in scope to the current work.
4. Details of relevant experience for proposed staff working in similar projects in terms of nature, complexity, and value.
 5. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract.

Attached submissions to this schedule:

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

	Relevant experience for the following: Senior Site Management ≥15 years' Experience (60%) - Contracts Manager (25%) - Construction Manager (20%) - Senior Commercial Manager (15%) - Lead Planner (15%) - Health & Safety Manager (25%) Site Officers ≥5 Years' Experience (40%) - Environmental Officer (25%) - Quality Officer (25%) - Document Controller (25%) - General Foreman (25%)	Specific experience related to managing a contract based on the NEC3 ECC conditions of contract for the following personnel: - Contracts manager Weight 30% - Construction manager Weight 20% - Planner Weight 25% - Senior Commercial Manager Weight 25%
Total Points 15	10	5
Score		
0	The Tenderer has not provided sufficient information to determine their years of experience, nor have they submitted certified qualification documents or evidence of previous experience with NEC3 contracts.	
20	Key staff do not have relevant levels of relevant experience. Senior Site Management: less than or equal to 2 years	Less than 2 years NEC3 ECC previous experience

	Site officers: less than or equal to 1 year	
40	Key staff has limited levels of relevant experience. - Senior Site Management: More than 2 and up to 5 years - Site officers: More than 1 and up to 2 years	Between 2 and 4 years NEC3 ECC previous experience
60	Key staff has reasonable levels of relevant experience. - Senior Site Management: more than 5 and up to 10 years - Site officers: more than 2 and up to 3 years	more than 4 and up to 7 years NEC3 ECC previous experience
80	Key staff has extensive levels of relevant experience. - Senior Site Management: more than 10 and less than 15 years - Site officers: More than 3 and less than 5 years	more than 7 and less 10 years NEC3 ECC previous experience
100	Key staff has outstanding levels of relevant experience. - Senior Site Management: more than 15 years - Site officers: 5 years or more	10 years or more NEC3 ECC previous experience.

T2.2-04: EVALUATION SCHEDULE – COMPANY PREVIOUS EXPERIENCE

Note to Tenderers:

Tenderers are required to demonstrate their experience in the delivery of projects in relation to the Works Information in the last 25 years, in the Construction of the following infrastructure projects;

- **Construction of Water-Based Infrastructures:**

Experience in construction of water-based structures (breakwaters, seawalls, revetments, groynes, dolosse, jetties) and associated activities (beach nourishment, dredging, reclamation works) including concrete structures constructed underwater (caissons, sea water / freshwater intake structures, concrete quay walls) in major waterways (rivers) or water bodies (oceans, estuaries, bays) subject to tidal conditions

- **Construction of Shore Protection:**

Construction of Shoreline Protection Structures / Coastal Defence Structures / Coastal Armouring including the manufacture and placement of armour units of various sizes and shapes to resist wave forces and the associated effects of scour erosion.

Please note that only projects that exceed a value of R100 million (escalated ZAR value as at June 2025) will be considered as qualifying projects.

For South African based project an average annual escalation rate of 5.25%.per annum (source World Bank inflation index) compounded shall be used to determine the estimated project value as of June 2025.

For all foreign project (outside the south African borders) an average annual escalation of 3.65% .per annum (source World Bank inflation index) compounded shall be used to determine the estimated project value as of June 2025.

All escalated project valued shall be reflected in ZAR.

All foreign contract values shall be converted from the contract currency to USD at the date of completion and then converted to ZAR at an exchange rate of R17.70 to 1 USD.

*Project including foreign content is not applicable – exchange rate adjustment is based on the overall foreign currency of the awarded contract.

Tenderer to submit a sufficiently detailed list with contact details of customers/clients **and** a **valid** Completion letters/Certificates for the relevant completed projects.

Note: **Valid Completion letters/Certificates must contain the following details**

1. Include the details (name, address, and contact information) of the previous employer or client, presented on the previous employer's official letterhead.
2. Project description and value
3. Start and completion date
4. Signed and the name and designation of the signatory

Completion letters/Certificates without the above details will not be considered.

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

The tenderer has completed the construction of Shore Protection including the production and installation of concrete armour units and dredging works within a Port application.					
Client	Client contact details	Project Description	Year of project completion	Project Value at date of completion in the currency of the contract	Escalated estimated Aug 25 Project Value in ZAR

Construction of Water-Based Infrastructure projects including dredging works					
Client	Client contact details	Project Description	Year of project completion	Project Value at date of completion in the currency of the contract	Escalated estimated Aug 25 Project Value in ZAR

Index of documentation attached to this schedule:

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	Construction of Water-Based Infrastructure projects	Construction of Shore Protection projects
	- The tenderer has completed Marine Infrastructure construction project including dredging works - Valid Completion Letter/Certificate	- The tenderer has completed the construction of Shore Protection construction including the production and installation of concrete armour units within a Port application - Valid Completion Letter/Certificate
Total Points 20	10	10
Score		
0	<i>The tenderer has submitted no information, or the tenderer has submitted a list of projects with no valid Completion letter/ Certificate</i>	
20	The tenderer has completed one (1) Water-Based Infrastructure construction project in the last 25 years with valid Completion Letter/Certificate	The tenderer has completed one (1) construction of Shore Protection project in the last 25 years with valid Completion Letter/Certificate
40	The tenderer has completed two (2) Water-Based Infrastructure construction projects in the last 25 years with valid Completion Letters/Certificates.	The tenderer has completed two (2) construction of Shore Protection projects in the last 25 years with valid Completion Letters/Certificates
60	The tenderer has completed three (3) Water-Based Infrastructure construction projects in the last 25 years with valid Completion Letters/Certificates.	The tenderer has completed three (3) construction of Shore Protection projects in the last 25 years with valid Completion Letters/Certificates.
80	The tenderer has completed four (4) Water-Based Infrastructure construction projects in the last 25 years with valid Completion Letters/Certificates.	The tenderer has completed four (4) construction of Shore Protection projects in the last 25 years with valid Completion Letters/Certificates.
100	The tenderer has completed five (5) Water-Based Infrastructure construction projects in the last 25 years with valid Completion Letters/Certificates.	The tenderer has completed five (5) construction of Shore Protection projects in the last 25 years with valid Completion Letters/Certificates.

T2.2-05: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

- **Ability to Provide the Works:**

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

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.
- The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.
- The Programme must clearly support and demonstrate alignment to the Basis of Schedule document stipulating, but not limited to, underlying assumptions, conditions, constraints, duration estimates for tasks and approach to Providing the Works as detailed in the Programme and Approach Paper

- **Provision of Dates:**

The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC:

1. Time Risk Allowances (TRA), This should be indicated as a activities throughout the schedule and be logically linked

2. Health and safety requirements, including approval process by TNPA as per WI
3. Procedures set out in this contract,
4. Site Access and Access to a part of the site if later than its *access date*,
5. Acceptances/Approvals
6. Plant & Materials and other things to be provided by the employer,
7. The programme clearly identifies key Project Milestones, including but not limited to Starting date, Access dates, Key Dates Planned Completion and Completion Date.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Duration	Start date	Finish date	Predecessor	Successor	Time risk allowances

The scoring of the Programme will be as follows:

Ability to Provide the Works:	Provision of Dates:
The Tender Programme submissions must meet these requirements: 1. The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. 2. Logically linked using the critical path method (CPM). 3. In line with core clause 31 of the NEC3 4. The Tender has also submitted the Basis of Schedule (BoS) clearly indicating production rate and duration estimates. 5. The Tender Programme has captured the complete scope at minimum level 3 for each discipline. 6. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. 7. The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Time Risk Allowances, 2. Health and safety requirements, and TNPA approval process 3. Procedures set out in this contract, need to be specific. 4. Site Access and Access to a part of the site if later than its access date, 5. Acceptances/Approvals 6. Plant & Materials and other things to be provided by the employer 7. Identifies key Project Milestones, including but not limited to Starting date, Access dates, Key Dates Planned Completion and Completion Date.

Ability to Provide the Works:		Provision of Dates:
10 Points	7	3
0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
20	The tenderer has addressed one (1) of the seven (7) criteria requirements.	The tenderer has addressed one (1) of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
40	The tenderer has addressed ≥ 2 to ≤ 4 of the seven (7) criteria requirements.	The tenderer has addressed ≥ 2 to ≤ 4 of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
60	The tenderer has addressed five (5) of the seven (7) criteria requirements.	The tenderer has addressed five (5) of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
80	The tenderer has addressed six (6) of the seven (7) criteria requirements.	The tenderer has addressed six (6) of the seven (7) criteria in the schedule pertaining to milestones, activities, and information.
100	The has tender submission has addressed all seven (7) criteria requirements.	The has tender submission has addressed all seven (7) criteria in the schedule pertaining to milestones, activities, and information.

T2.2-06: EVALUATION SCHEDULE - APPROACH PAPER

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

The Tenderer's approach paper demonstrates their understanding of the project deliverables, objectives and serves as a blueprint for how the project will be executed. A methodical, detailed, and proactive construction approach ensures that the Tenderer can deliver the project to the highest degree of quality, within the agreed timelines, and budget.

The approach paper details a sequence of construction activities that is logical and efficient. The tenderer shall clearly articulate each phase of construction, from site preparation to the final finishes, ensuring minimal disruption to existing infrastructure and operations.

It must present a clear and well-defined strategy to ensure the quality of the repair work. This involves limiting the risk of storm damage to temporary works for casting the south breakwater cap, operating the south breakwater crane at different armour reaches, ensuring safe supports for the selected north breakwater crane and dredging methodology that addresses the risk of possible entanglement of dredge pumps at the toe of the south breakwater.

Furthermore, the method statement needs to address the logistics of accessing the site, transporting materials, and safely mobilizing the necessary equipment including cranes and evacuation of the equipment during inclement sea and weather events. Contingency plans should also be outlined to handle any adverse sea and weather conditions or unexpected events that may impact the repair operations.

The approach paper includes a three (3) month mobilisation period, wherein all project planning, documentation submission and approvals will take place. During this period, the successful tenderer shall apply for all applicable permits and statutory requirements before commencing with any activities on site, which will also include the obtaining of a construction work permit from the Department of Labour.

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

-
1. Demolition of existing south breakwater cap and construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade.
 2. Production of 65 t Antifer Cubes, 30 t and 50 t dolos including but not limited to establishment of batch plant, casting, curing and handling of units
 3. Placement of 1 t to 5 t rock underlayer on top of the damaged dolos breakwater head at the south breakwater.
 4. Dredging of the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes.
 5. Transporting and placing of 65 t Antifer Cubes, and 30 t dolos units on the breakwater including the establishment of the crane.

A comprehensive breakdown of each activity will be evaluated in accordance to the six (6) **Project elements** detailed below:

1. Detailed method statement, technical approach and construction sequencing (demonstrate using sketches) in terms of the Works Information
2. Details of the proposed approach's alignment to his proposed Programme
3. Materials, Quality and Technical Specifications applicable
4. Detailed list of Equipment and number thereof to execute the works, and areas it will be utilised.
5. Detailed list of human resources to be used and their level experience
6. Demonstrate how risks and constraints will be managed;

The scoring of the approach paper will be as follows:

- The five (5) **Key Activities** will be scored individually and then combined as shown by the weightings out of a total of 20 points.
- Each Key Activity will be scored out of 100 based on how effectively it addresses the six (6) **Project Elements** (as outlined above).

Key Activities	Demolition of existing south breakwater cap and construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade.	Production of 65 t Antifer Cubes, 30 t and 50 t dolos including but not limited to establishment of batch plant, casting, curing and handling of units	Placement of 1 t to 5 t rock underlayer on top of the damaged dolos breakwater head at the south breakwater.	Dredging of the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes.	Transporting and placing of 65 t Antifer Cubes, and 30 t dolos units on the breakwater including the establishment of the crane.
Total Points (20)	5	5	3	2	5
Score 0	The Tenderer has submitted no information.				
Score 20	The approach paper is not acceptable as it will not satisfy project objectives or requirements as it covers two (2) or less of the project elements required.				
Score 40	The tender's technical approach is somewhat clear with adequate understanding of project objectives as it covers three (3) of the project elements required.				
Score 60	The tenderer's technical approach presents clear and coherent with a good understanding of project objectives as it covers four (4) of the project elements required.				
Score 80	The tenderer's technical approach is very clear and well-structured with a very good understanding of project objectives as it covers five (5) of the project elements required.				
Score 100	The tenderer's technical approach presents an excellent understanding of project objectives as it covers all the six (6) project elements required.				

Index of documentation attached to this schedule:

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

Signed

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Date

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Name

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Position

.....

Tenderer

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T2.2-07: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

Submit the following documents as a minimum with your tender:

- 1. Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer.** List the five elements -
 - 1.1. Commitment to Safety, prevention of pollution,
 - 1.2. Continual improvement,
 - 1.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - 1.4. Hold management accountable for development of the safety systems.
 - 1.5. Include objectives and targets.
- 2. Detailed Roles & Responsibilities,** such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, CR 12 Temporary works designer and 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
- 3. Project specific Baseline Risk Assessment (RA),** indicating major activities of the project namely:
 - 3.1. Demolition of existing south breakwater cap
 - 3.2. Construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade.
 - 3.3. Production of 65 t Antifer Cubes, 20 t and 30 t dolos including but not limited to establishment of batch plant, casting, curing and handling of units
 - 3.4. Placement of 1 t to 5 t rock underlayer on top of the damaged dolos breakwater head at the south breakwater.
 - 3.5. Dredging of the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes.
 - 3.6. Transporting and placing of 65 t Antifer Cubes and 30 t dolos Units on south breakwater, and 20 t units on the North Breakwater, including establishment of the cranes.
 - 3.7. Detailing and casting reinforced concrete plinths as required to ensure continuous safe crane operation and continuous navigation light operation on the breakwaters
- 4. Project health and safety plan** which comprises of, but not limited to the following minimum elements
 - 4.1. Legal and site specific requirements
 - 4.2. Competency, training and awareness.
 - 4.3. Subcontractor selection.
 - 4.4. Incident management
 - 4.5. Communication, Participation and Consultation
 - 4.6. Operational Control
 - 4.7. Performance assessment and auditing
- 5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule":** CR 3(5) (b)(iii) read with CR 5(1)(g)

6. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable

Attached submissions to this schedule:

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

Points (15)	1	2	4	6	2
	Policy (State points allocated) 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibilities 1. S16.2 CEO 2. 8.1 Construction Manager -SACPCMP registration as Pr. Construction Manager, 3. 8.5 SACPCMP Registered Construction Health and Safety officer, 4. 8.7 Construction Supervisor, 5. 9.1 Risk Assessor, 6. CR 12 Temporary works designer and 7. 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993	Baseline risk assessment Indicating major activities of the project namely: 1. Demolition of existing south breakwater cap 2. construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade. 3. Production of 65 t Antifer Cubes, 20 t and 30 t dolos including but not limited to establishment of batch plant, casting, curing and handling of units 4. Placement of 1 t to 5 t rock underlayer on top of the damaged dolos breakwater	Project Specific Health and Safety Plan in accordance with Project Health and Safety Specification. The Health and Safety Plan must comprise of, but not limited to the following minimum elements: 1. Legal and site specific requirements 2. Competency, training and awareness. 3. Subcontractor selection. 4. Incident management 5. Communication, Participation and Consultation 6. Operational Control 7. Performance assessment and auditing.	TNPA Estimate Health and Safety Cost Breakdown Refer to T2.2-09 .Submission of completed cost breakdown sheet covering health and safety budget allocation.

			head at the south breakwater. 5. Dredging of the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes. 6. Transporting and placing of 65 t Antifer Cubes and 30 t dolos Units on south breakwater, and 20 t units on the North Breakwater, including establishment of the cranes. 7. Detailing and casting reinforced concrete plinths as required to ensure continuous safe crane operation and continuous navigation light operation on the breakwaters		
Score 0	The Tenderer has submitted a policy or the submitted policy is	The Tenderer has submitted no information.	The Tenderer has submitted no information	The Tenderer has submitted no information.	The Tenderer has not completed the returnable or has not provided the

	unsigned policy to determine a score				Health and safety Budget percentage.
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	1 to 2 of 7 Roles and Responsibilities in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.	1 to 2 of 7 major activities in the project are addressed in the baseline risk assessment.	1 to 2 of 7 Above elements of Health and Safety plan are addressed.	Health and safety budget submitted in the returnable schedule is inadequate to achieve the required standard of service, 0% to 1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	3 to 4 of 7 Roles and Responsibilities are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.	3 to 4 of 7 major activities in the project are addressed in the baseline risk assessment.	3 to 4 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted in the returnable schedule will not be met employers objectives, above 1 but less or equal to 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of 7 Roles and Responsibilities are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.	5 of 7 major activities in the project are addressed in the baseline risk assessment.	5 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted in the returnable schedule will met employers objectives, above 2 but less or equal to 3% of the tender value.

Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	6 of 7 Roles and Responsibilities are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.	6 of 7 major activities in the project are addressed in the baseline risk assessment.	From 6 of 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted in the returnable schedule will met employers objectives, above 3 but less or equal to 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	All 7 Roles and Responsibilities are in accordance with the Works Information, the Occupational Health and Safety Act as per Construction Regulations and TNPA Health and Safety Specification.	All 7 Major Activities in the are addressed in the baseline risk assessment.	All 7 Above elements of Health and Safety plan are addressed.	Health and safety Budget submitted in the returnable schedule will met employers objectives, above 4% of the tender value.

TNPA Estimate Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g., asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

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

Total Estimate Value to be carried forward to the BoQ.

1. Safe Work Performance

1A	Injury Experience / Historical Performance – Alberta			
	Use the previous three years injury and illness records to complete the following:			
	Year			
	Number of medical treatment cases			
	Number of restricted workday cases			
	Number of lost time injury cases			
	Number of fatal injuries			
	Total recordable frequency			
	Lost time injury frequency			
	Number of worker manhours			
	Action taken to prevent re-occurrence			
1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B	Workers' Compensation Experience			
	Use the previous three years injury and illness records to complete the following (if applicable):			
	Industry Code:		Industry Classification:	
	Year			
	Industry Rate			
	Contractor Rate			
	% Discount or Surcharge			
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)			Yes

2. Citations									
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:					Yes		No	
3. Citations									
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									
4A	Submit your company written health and safety plan? Submit for provide a copy for review								
4C	Health and safety plan should contain the following elements								
		Yes	No		Yes	No			
	Health and Safety Policy			Competence, Training and Awareness					
	Incident Management, reporting and Investigation			Emergency Preparedness/Response					
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training					
	Reference to Legislation			Permit to Work					
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures					
	Roles and Responsibilities			Workplace Inspections					
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19					
	Personal Protective Equipment			Measuring and Monitoring					
	Working at Height			Communication,					

				Participation and Consultation		
	Excavations			Signs and Notices		
4C	Submit your company pocket safety booklet for field distribution?					
5. Training Program						
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:					
		Yes	No		Yes	No
	General Rules & Regulations			Confined Space Entry		
	Emergency Reporting			Trenching & Excavation		
	Injury Reporting			Signs & Barricades		
	Legislation			Dangerous Holes & Openings		
	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		

	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes		No		
	Is the process documented?	Yes		No		
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		
	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					

	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

T2.2-08: EVALUATION SCHEDULE - QUALITY MANAGEMENT

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

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

- 1. The Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
 - 1.1 Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
 - 1.2 Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control.
 - 1.3 Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
 - 1.4 Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
 - 1.5 Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
 - 1.6 Control of externally provided services.
- 2 Quality Control Plan (QCP)** specific to the Project but not limited to:
 - 2.1 Demolition of existing south breakwater cap and construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade.
 - 2.2 Production of 65 t Antifer Cubes, 30 t and 20 t dolosse including but not limited to establishment of batch plant, casting, curing and handling of units.
 - 2.3 Transporting and placing of 65 t Antifer Cubes, and 30 t and 20 t dolos units on the breakwaters including the establishment of the crane
 - 2.4 Placement of 1 t to 5 t rock underlayer.
 - 2.5 Dredging and disposal of material at the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes.
 - 2.6 Casting reinforced concrete plinths as required to ensure safe crane operation on the north breakwater.

The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:

- 1) Detailed sequence of activities (construction/fabrication)
 - 2) Include all procedures/code specifications
 - 3) Include all intervention points (i.e. hold, witness, verify)
-

-
- 4) Include all Verification documentation/Field inspection checklist
 - 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

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

3. A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:
 - 3.1 Is appropriate to the purpose and context of the organization and supports its strategic direction,
 - 3.2 Provides a framework for setting quality objectives,
 - 3.3 Includes a commitment to satisfy applicable requirements,
 - 3.4 Includes a commitment to continual improvement of the quality management system, and
 - 3.5 Is communicated and understood within the organization.

	Evaluation Category	Max. Score	Evaluation Criteria	Rating
(10 Points)	Project Quality Plan (as per TNPA-QUAL-014.1) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control. 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable. 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 6) Control of externally provided services.	5	No response.	0
			Only Two (2) or below of Six (6) key elements met.	20
			Three (3) of Six (6) key elements met.	40
			Four (4) of Six (6) key elements met.	60
			Five (5) of Six (6) key elements met.	80
			All Six (6) of the key elements met.	100
	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: 1 Demolition of existing south breakwater cap and construction of a new reinforced concrete cap to serve as the base for the south breakwater repair and upgrade.	4	No response	0
			One (1) of Five (5) key elements met.	20

2 Production of 65 t Antifer Cubes, 30 t and 20 t dolosse including but not limited to establishment of batch plant, casting, curing and handling of units. 3 Transporting and placing of 65 t Antifer Cubes, and 30 t and 20 t dolos units on the breakwaters including the establishment of the crane. 4 Placement of 1 t to 5 t rock underlayer. 5 Dredging and disposal of material at the toe of the south breakwater head to enable placement of the bottom row of Antifer Cubes. The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: 5.1 Detailed sequence of activities (construction/fabrication) 5.2 Include all procedures/code specifications. 5.3 Include all intervention points (i.e., hold, witness, verify). 5.4 Include all Verification documentation/Field inspection checklist. 5.5 Include all relevant signatories (i.e., Contractor, Approved Inspection Authority (AIA), Transnet).		Two (2) of Five (5) key elements met.	40
		Three (3) of Five (5) key elements met.	60
		Four (4) of Five (5) key elements met.	80
		All 5 key elements are met.	100
Quality Policy Quality Policy shall include the following key policy elements: 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.	1	No response.	0
		One (1) of Five (5) key policy elements met.	20
		Two (2) of Five (5) key policy elements met.	40
		Three (3) of Five (5) key policy elements met.	60
		Four (4) of Five (5) key elements met.	80



			All Five (5) key elements met.	100

T2.2-09: EVALUATION SCHEDULE: ENVIRONMENTAL MANAGEMENT

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Standard Operating Procedure for Construction Environmental Management (SOP CEM) 009-TCC-CLO-SUS-11386 Rev 1.0; and
- c) Contractor Environmental and Sustainability Specification Guidelines (CESSG) TRN-IMS-GRP-GDL-014.4 Rev 3.0.
- d) TNPA Environmental Maintenance Management Plan for the Maintenance Activities Port of Richards Bay, 2017.

1. The tenderer must provide a project specific **Environmental Management Plan (EMP)**. This plan must be clear on the following:
 - a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
 - b. The method and frequency of monitoring the implementation of the impact management actions.
 - c. A description of how the environmental incidents will be managed on site.
 - d. An indication of the roles and responsibilities in the implementation of the impact management actions.
 - e. Records to be kept.
 - f. How non-conformance/non-compliance will be dealt with.
2. The tenderer must provide an **Environmental Policy (EP)** signed by Company Director or the CEO that displays the following key components, namely:
 1. Commitment to comply with all applicable environmental laws, regulations and standards.
 2. Commitment to pollution prevention.
 3. Emphasize the organization's commitment to continual improvement in environmental performance.
 4. Address the sustainable use of resources/ resource conservation.
 5. Is communicated to all employees working for or on behalf of the Contractor.
3. **Declaration of Understanding** to demonstrate understanding of Transnet's environmental governance framework and enough financial provision for compliance with the requirements.

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

	1. Environmental Management Plan (EMP)	2. Environmental Policy (EP)	3. Declaration of Understanding (DOU)
Total Points 10	5	3	2
Score 0	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
Score 20	The Tenderer submitted an EMP that only responds to 1 to 2 of the 6 listed required elements for the Environmental Management Plan above.	The Tenderer submitted a Policy that addresses 1 of the 5 required elements listed under the Environmental Policy above.	DOU submitted but not signed
Score 40	The Tenderer submitted an EMP that only responds to 3 of the 6 listed required elements for the Environmental Management Plan above.	The Tenderer submitted a Policy that addresses 2 of the 5 required elements listed under the Environmental Policy above.	DOU only signed by relevant company representative with no witnesses' signatures
Score 60	The Tenderer submitted an EMP that only responds to 4 of the 6 listed required elements for the Environmental Management Plan above.	The Tenderer submitted a Policy that addresses 3 of the 5 required elements listed under the Environmental Policy above and is possibly able to meet the Employer's requirements	DOU only signed by relevant company representative with one witness signature
Score 80	The Tenderer submitted an EMP that only responds to 5 of the 6 listed required elements for the Environmental Management Plan above.	The Tenderer submitted a Policy that addresses 4 of the 5 required elements listed under Environmental Policy above and is likely to ensure compliance with the stated Employer's requirements	DOU only signed by relevant company representative with two witnesses' signatures



Score 100	The Tenderer submitted an EMP that responds to all the items listed for the Environmental Management Plan above.	The Tenderer submitted a Policy that addresses 5 of the required elements listed under Environmental Policy above and is likely to ensure compliance with the stated Employer's requirements	DOU signed by relevant company representative with two witnesses' signatures and dated

Attached submissions to this schedule:

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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:

- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.
- Tenderer to provide B-BBEE Certificates for all proposed sub-contractors listed above and attach it to this schedule.
- All agreements between the Main Contractor and Sub-Contractors must be attached to this schedule.
- Provide information of the Sub-contractors below:

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

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

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

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

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

2.1.4 General: Returnable Schedules

T2.2-11: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-12: RECORD OF ADDENDA TO TENDER DOCUMENTS

This schedule as submitted confirms that the following communications received from the *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		
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6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



**T2.2-13 LETTER/S OF GOOD STANDING WITH THE WORKMEN’S
COMPENSATION FUND**

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

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

Name of Company/Members of Joint Venture:

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T2.2-14: RISK ELEMENTS

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

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

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

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

Tenderers to indicate their Site establishment area requirements:

[illegible]

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

[illegible]



T2.2-17: 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:

T2.2-18: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by us 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 furthermore confirm that pursuant to our response to the tender TNPA/2023/12/0024/51741/RFP: Framework agreement for professional services contract for project management, engineering, project support and geospatial services on an "as-and-when" required basis for a duration of three (3) years for all ports in Transnet National Ports Authority", there has been no change in respect of our response to the listed forms hereunder, and we further undertake to advise Transnet Ports Authority immediately there has been any event that would require a different response:

- Letter of Good Standing
- Annexure G – Compulsory Enterprise Questionnaire
- Non-disclosure agreement
- Breach of Law form
- Provider Integrity Pact
- Supplier Code of Conduct
- DPIIP or FPPO Forms

7. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office

process must first be exhausted before judicial review of a decision is sought.
(Refer "Important Notice to respondents" below).

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-19 SERVICE PROVIDER INTEGRITY PACT

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require,

Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date

T2.2-20 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 2025

SIGNATURE OF TENDERER

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 2025

SIGNATURE OF TENDER

T2.2-22 : 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: _____

The attached SBD5 must be completed for each tender and be attached as a tender requirement. (where applicable) The National Industrial Participation Programme ("NIPP") is applicable to all government procurement contracts that have an imported content, whereby the imported content is equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million.

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

DISCRIPTION	80/20 POINTS	90/10 POINTS
PRICE	80	90
1. B-BBEE Status Level of Contributor 1 or 2 (6 or 3 points) 2. The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black-owned (14 or 7 points)	20	10
	100	100

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

2. DEFINITIONS

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

Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

- 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

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

Treasury or the 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 10 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a 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 (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 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?

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

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.

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

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same

contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1

(b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-23 : 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

T2.2-24 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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-25 DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent (Complete with a "Yes" or "No")					
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.					
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

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

2. SERVICE LEVELS

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

Acceptance of Service Levels:

YES	

NO	

T2.2-26 NON-DISCLOSURE AGREEMENT

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

THIS AGREEMENT is made effective as of day of 2025 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

T2.2-27: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

(e)

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

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				
Year 3	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				



T2.2-28: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

Contractor:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 1:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 2:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 3:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 4:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 5:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 6:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 8:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 9:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Proposed Sub-contractor 10:

Date of audited financial statement	Total Revue for year
	R
	R
	R

T2.2-29: INSURANCE PROVIDED BY THE *CONTRACTOR*

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

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

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

1 April 2025

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION:	Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO:	4720103177
THE INSURED'S COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office)	Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided :	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer :	Mirabilis (Santam Limited)
Policy Number :	MZAR35023-CAR
The Contract Site :	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits :	The Republic of South Africa.
Additional Co-Insureds:	
The Contractor:	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors:	All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:
Insured Contracts :**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities.*
- "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not*

apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

the consequences of defective design, specification, materials or workmanship (DE4).

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

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

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

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

PUBLIC LIABILITY

Cover Provided :

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

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

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

Authorised Financial Services Provider
Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



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

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

T2.2-30: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-31: FORECAST RATE OF INVOICING

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

Index of documentation attached to this schedule:

T2.2-32 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

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

Did your company previously operate under another name?					Yes		No	
If YES state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office		

Your Current Company's VAT Registration Status	
VAT Registration Number	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad-Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

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

Supplier Development Information Required

EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.

In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was

YES ☐ NO ☐

further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES ☐ NO ☐
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES ☐ NO ☐ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with, and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation-

	i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature.....

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

Yes

No

1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-33: DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management Plan (ENV-STD-001) and associated documents for the above mentioned Project and Contract.

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

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

The Contract



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/05/0010/95183/RFP

DESCRIPTION OF THE WORKS: CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER
(NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY

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:

THE CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER (NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY

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

Contractor:



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/05/0010/95183/RFP

DESCRIPTION OF THE WORKS: CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER
(NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the *Contractor'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 *Contractor's* Offer shall form an agreement between the *Employer* and the *Contractor* 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 Instructions
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 *Contractor* 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 *Contractor* 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 *Contractor* receives one fully completed original copy of this document, including the Schedule of Deviations.

Unless the *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.

DESCRIPTION OF THE WORKS: CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER (NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY

Date _____

No.	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the *Contractor* agree to and accepts 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/05/0010/95183/RFP

DESCRIPTION OF THE WORKS: CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER
(NEW DOLOSSES) PROJECT AT THE PORT OF RICHARDS BAY

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 *Contractor* 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 *Contractor*:**For the *Employer***

Signature

Name

Capacity

On behalf
ofName &
signature
of
witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*.

The NEC3 Engineering and Construction Contract (April 2013) as published by Thomas Telford Ltd a wholly owned subsidiary of the Institution of Civil Engineers (UK) shall apply to and from the General Conditions of Contract for this contract. This publication is available and Tenderers must obtain copies at their own cost.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for:	
	Main Option	B: Priced contract with Bills of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Port Authority Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (Emendi Building) Port Of Ngqura
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Transnet National Ports Authority 1st Floor Bayvue Centre Ventura Road Port of Richards Bay, 3900
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Transnet National Ports Authority 1st Floor Bayvue Centre Ventura Road Port of Richards Bay, 3900
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	CONSTRUCTION OF THE MARINE WORKS FOR THE UPGRADE OF BREAKWATER (NEW DOLOSSES) PROJECT AT PORT OF RICHARDS

11.2(14)	The following matters will be included in the Risk Register	• Traffic congestion. • Working in and/or over water with constant vessel movements within a working Port environment. • Risk of stoppages due to extreme weather-related events. • Risk of unexpected sub-surface conditions resulting in delays and/or change in work methods. Risk of damage to the south breakwater cap area during construction of the new cap.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Drawing number: 4126515-1-001-S-GA-0001-01-00-TD
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	Two (2) weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 March 2028
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date

1 Submission of all Within four (4) documents required weeks of Contract for the application Date of construction work permits & documents required to be accepted by the *Project Manager* for acceptance in accordance with the Works Information to ensure site access certificate can be issued.

30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Site / Sites	02 March 2026

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	20 April 2026

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks

35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.

4 Testing and Defects

42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.

43.2	The <i>defect correction period</i> is	Two (2) weeks

5 Payment

50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.

51.1	The <i>currency of this contract</i> is	South African Rand.

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	The cumulative rainfall (mm) The number of days with rainfall more than 10 mm The number of days with minimum air temperature less than 0 degrees Celsius The number of days with snow lying at 08:00 hours South African Time Wind velocity exceeding 40 km/hr for a minimum duration of four (4) continuous hours (verified by the <i>Supervisor</i>) and these measurements: Significant wave Height, H_{m0}, measured at the Waverider buoy (28.8265°S, 32.104°E). The 10-year return period wave height at this location is 5.9 m.
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Richards Bay
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za. Council for Scientific and Industrial Research (CSIR) 's for the IPOSS Internet link: http://41.160.22.38:2880/rbay/index.html

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected
		2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.

-
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-*Contractor***
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
 - 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
-

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
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 a 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 in the Pricing Data.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to the selection of the Adjudicator 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, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	The date one month before to the closing date of the tender. If the closing date is on or after the 15th then the current month will apply. If the closing date is before the 15th then the previous month will apply.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.10	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)

0.40	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)
0.40	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and
0.0	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

		0.00	Material (Mechanical)	The “Mechanical Engineering” index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.
		0.10	Fuel	The “Diesel” index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 “Producer Price Index” published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
			TOTAL	1.0
		0.15	Non-adjustable	
	*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices			
X2	Changes in the law	No additional data is required for this Option		
X7	Delay damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 65,000.00 per day		
X13	Performance bond			
X13.1	The amount of the performance bond is	5% of the total of the Prices Including VAT.		
X16	Retention			
X16.1	The retention free amount is	Nil		
	The retention percentage is	10% on all payments certified. No limit.		
X18	Limitation of liability			

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy.
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices.
X18.5	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the <i>works</i>.
Z	<i>Additional conditions of contract are:</i>	
Z1	<i>Obligations in respect of Job Creation</i>	

Z1.1	It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-26.
Z1.2	The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-26 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.
Z1.3	The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 -26 The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z2 Additional clause relating to Performance Bonds and/or guarantees	
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .
Z3 Additional clauses relating to Joint Venture	

Insert the additional core clause 27.5.

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

Z3.2	Insert additional core clause 27.6. 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z4 Additional obligations in respect of Termination	
Z4.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2 Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5 Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z5.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

	2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.	4
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.	
Z7	Protection of Personal Information Act	
Z7.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.	
Z8	First Assessment Interval	
Z8.1	In the event that the <i>Contractor</i> is not loaded on the vendor data base, the <i>Project Manager's</i> first assessment of the amount due will be done once the <i>Contractor</i> has been successfully loaded as a vendor on the <i>Employer's</i> data base following submitting all valid updated documents to the Procurement officer.	

Z9 Transfer of rights

The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information.

The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a *SubContractor* or third-party equivalent rights for the *Employer* of the material prepared by the *SubContractor*.

The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z10 Implementation of CIDB B.U.I.LD Programme

Z10.1 The Standard for Developing Skills through Infrastructure Projects (skills development) achieved through setting of Contract Skills Development Goals (CSDG)

The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020".

10.2 The Standard for Indirect Targeting, (sub-contracting) achieved through setting Contract Participation Goals (CPGs),

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013)".

Z11 Subcontracting

The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.10 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination.

The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each subcontractor.

The Contractor may not replace any subcontractor without acceptance of the Project Manager. The Project Manager shall before acceptance of a replacement by the Contractor of any of subcontractor as detailed in the tender submission returnable T2.2-10, obtain representations or input from the initial subcontractor to make an informed decision as to the proposed replacement.

The sub-contracting arrangement/contract remains between the Contractor and sub-Contractor.

The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the subcontracting percentage.

The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

The Contractor's subcontracting percentage as detailed in the tender submission Returnable T2.10 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the material term of the contract, which may constitute a reason for termination.

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:	The key persons listed here must be the same as those submitted in T2.2-03: Experience of Key Persons , for the purpose of tender evaluation.
	1 Name:	
	Job:	Contract Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	Construction Manager
	Responsibilities:	
	Qualifications:	

	Experience:	
3	Name:	
	Job:	
	Responsibilities:	Commercial Manager
	Qualifications:	
	Experience:	
4	Name:	
	Job	Health & Safety Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part 2 (C2.2)
11.2(31)	The tendered total of the Prices is	As stated on the Form of Offer Part C1.1 (in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

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

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

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

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2023/10/0002/45651/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the

Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

-
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say)

R _____

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

Signed _____ on _____ day of _____ 201_
at _____ this _____

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Part C2: Pricing Data

C2.1 Pricing instructions: Option B

1. CONDITIONS OF CONTRACT

The *Contractor* is to note that the NEC ECC3 Engineering and Construction Contract (April 2013) shall be used for this Contract and the project shall be priced accordingly.

**Identified
and defined
terms**

11

11.2

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

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

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

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

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

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

2. SYMBOLS

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

Abbreviation	Unit
CD or CDP	Chart Datum
%	percent
H	hour
Ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
kPa	kilopascal
kW	Kilowatt
L	Litre
m	metre
mm	millimetre
m ²	square metre
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	mega newton
MPa	mega Pascal
No.	Number
NGL	Natural Ground Level
PC-Sum	Prime cost sum
R/only	Rate only
SUM	Lump sum
T	ton (1000 kg)
W/day	Work week/day as defined in the Contract

3. GENERAL PRICING ASSUMPTIONS

- 3.1. The SANS 1200 Standardised Specifications contain terms such as "*Contractor*, Engineer, Specification, Material, Plant, Schedules of Quantities" which may appear to be in conflict with the NEC EEC3, *Employer's Works Information* and the Pricing Data. These terms should be interpreted in their original context. The terms "Schedules of Quantities", "Bill of Quantities" and "Bills of Quantities" shall have the same meaning. The title "Engineer" shall be interpreted as "*Project Manager*" or "*Supervisor*" as the case may be in terms of the ECC3.
- 3.2. The method of measurement published by the South African Bureau of Standards/South African National Standards authority (SANS) in clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction is generally applicable to the Bill of Quantities unless otherwise stated in the Pricing Assumptions. In the event of inconsistency or ambiguity between the SANS method of measurement and payment and these Pricing Assumptions, the Pricing Assumptions shall take precedence.
- 3.3. The Bill of Quantities contains only brief descriptions to identify the salient items required and the Contractor is referred to the Conditions of Contract, Works Information and drawings for the full requirements.
- 3.4. The rates and prices rates to be inserted in the Bill of Quantities are to be the fully inclusive prices to be paid by the Employer for the work described under each item. Such rates and prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied by the Works Information and Conditions of Contract upon which the Contract is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these may be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3.5. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be deemed to be covered by the other prices or rates in the Bill of Quantities but the rate, where applicable, will nevertheless be taken as nil and no claim will be considered should the quantity of such items increase or decrease.
- 3.6. Except where rates are required, insert all amounts to be included in the total price in the "Amount" column and show the corresponding total price.
- 3.7. Where an item in the Bill of Quantities makes reference to a specific measurement and payment clause, the *Contractor* is referred to such clause for a more detailed explanation of any ancillary or associated activities that are to be included in the rates and prices for the item.

- 3.8. Unless otherwise stated, all measured items have been measured nett in accordance with the drawings and as specified. Rates and prices shall include for waste of whatever nature and for all necessary cutting and overlaps (notwithstanding any trade custom to the contrary). Rates shall also include allowance for recovering all wastage of materials, whether due to over-placing beyond the specified lines, levels or slopes, or due to losses from spillage, wave action or any other cause.
- 3.9. The quantities set out in the Bill of Quantities are approximate, do not necessarily represent the actual amount of work to be done and shall be measured and paid for based upon the actual amount of work done and certified for payment by the Project Manager in terms of the Contract and as shown and described on the drawings, Works Information and the Pricing Assumptions. In this regard no guarantee is given or implied that the quantities given in the Bill of Quantities are the actual quantities of materials to be supplied or work to be done under the separate items.
- 3.10. Where items in the Bill of Quantities include reference to trade names or proprietary brands the reference is used in order to establish the required type and quality of product and other similar products of equal performance and quality may be substituted upon acceptance of the *Project Manager*.
- 3.11. Where items in the Bill of Quantities have no applicable measurement and payment clause reference to the SANS 1200 Specifications or the Pricing Assumptions, the rate or price for the item shall be the fully inclusive rate or price for the work described including all materials, labour, equipment, overheads, profit, general liabilities, obligations and risks as may be applicable.
- 3.12. Where items are marked as "Provisional", no guarantee is given or implied that such items will form part of the Works. Should any such item be required, the *Project Manager* will issue an instruction in this regard which will be assessed as a compensation event in accordance with the *Contract*. The items will be compensated for on the basis of the tendered rates provided against the items as maybe applicable. Failing which, they will be compensated on defined costs using the shorter schedule of costs components.
- 3.13. Where the Contract requires the *Contractor* to undertake the final design of any part of the Works, items have been provided where any further items considered necessary by the *Contractor* can be priced. The Contractor must provide full details of what has been allowed for under these items.
- 3.14. Should it become necessary in terms of the Contract to change an existing rate, price or introduce a new rate or price for any item, the *Contractor* may be required to provide the *Project Manager* with a detailed breakdown of the contract rate or price involved with a similarly detailed breakdown of the suggested revised/new rate or price together

with supporting quotations and other relevant documentation to demonstrate to the Project Manager how the revised/new rate or price is built up.

3.15. References to the Conditions of Contract in the Bills of Quantities shall mean the General Conditions of Contract referred to and amplified in Part C1.2 Contract Data.

3.16. The Accepted Contract Amount will be subject to the contract price adjustment provisions (escalation) as defined in the Contract data.

3.17. The Bill of Quantities shall be completed in non-erasable ink.

4. PARTICULAR PRICING ASSUMPTIONS

The following particular pricing assumptions are applicable. See Part C2.2 Particular Pricing Assumptions.

Section	Description
A	PRELIMINARY AND GENERAL
B	DEMOLITIONS
C	CONCRETE
D	STRUCTURAL STEELWORK
E	DREDGING
F	COASTAL STRUCTURES

A PRELIMINARY AND GENERAL

These pricing assumptions generally apply to Section 1 of the Bill of Quantities.

A 1. BASIC PRINCIPLES

The Contractor is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

Measurement and payment for Preliminary and General costs will be as specified in clause 8 of SANS 1200A: General, except as modified or amended herein.

A 2. VARIATIONS TO SANS 1200A: GENERAL

A 2.1. Method of Measurement (Clause 8.1.1)

The method of measurement as stated in this clause shall not be applicable to all sections of the Bill of Quantities and shall only be applicable as specifically stated in the Pricing Assumptions.

A 2.2. Preliminary and General Item or Section (Clause 8.1.2)

Clause 8.1.2.1(c) shall not apply.

The second sentence of clause 8.1.2.3 shall not apply.

A 2.3. Time Related Charge Definition (Clause 2.3.c)

Clause 2.3(c) Time-related charge definition shall be superseded by:

A charge for work based on the value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding all preliminaries costs.

A 2.4. Time Related Items (Clause 8.2.2)

Clause 8.2.2 shall be superseded by:

"Subject to the provisions of clause 8.2.4, payment for time related items will be effected after payment for the relevant fixed-charge items has been made in terms of clauses 8.3.1 and 8.3.2. Time related preliminary and general items will be paid on the proportion of the following:

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

A 2.5. Fixed Charge Contractual Requirements (Clause 8.3.1)

The sums priced for the fixed charge contractual requirements shall cover the Contractor's initial costs as specified in Clause 8.3.1 including insurance of the Works, material, plant and equipment and public liability insurance only in so far as these are not covered by insurance effected by the Employer.

A 2.6. Time Related Contractual Requirements (Clause 8.4.1)

The sums priced for time related contractual requirements shall cover all the Contractor's time related costs as specified in clause 8.4.1 including insurance of the Works, material, plant and equipment and public liability insurance only in so far as these are not covered by insurance effected by the Employer.

A 3. PARTICULAR PRICING ASSUMPTIONS

Notwithstanding Clause 8 of the applicable SANS 1200 Standardised Specifications, the following particular pricing assumptions are applicable and shall be priced accordingly. The items specified below shall be priced as fixed and/or time-related obligations as may be applicable.

A 3.1. Health, Safety, Environmental and Industrial Relations

A 3.1.1. Comply with all environmental and pollution control requirements, including provision of the Environmental Management Plan Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard as specified in the Works Information.

A 3.1.2. Comply with all health and safety requirements Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard as specified in the Works Information.

A 3.1.3. Submission of the health and safety file Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard as set out in the Works Information.

A 3.1.4. Comply with all industrial relations requirements Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard as specified in the Works Information, including obtaining all necessary work permits, visas, etc.

A 3.1.5. Comply with all document management requirements not included elsewhere
..... Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard specified in the Works Information.

A 3.1.6. Comply with all quality management requirements not included elsewhere. Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all requirements in this regard as specified in the Works Information.

A 3.2. Compliance with Port Restrictions and Operations

A 3.2.1. Facilitation and co-operation with port authorities' requirements, restrictions and operations Unit: Sum

The unit of measurement and payment shall be a sum and the price shall include for all requirements in this regard as set out in the Works Information including facilitation and co-operation with the port authorities in order to prevent disruptions to the existing port operations, allowance in respect of any constraints imposed on the Contractor as a result of the Works taking place in an operational port, obtaining all necessary permits, licences, permissions and approvals, issuing all notices, attending meetings, co-ordinating activities and installing all necessary marker buoys as may be required by the port authorities or as specified in the Works Information.

A 3.2.2. Facilitation and co-operation with the Employer and others Unit: Sum

The price shall be a sum and shall include for all requirements in this regard as set out in the Works Information including facilitating and co-ordinating the Contractor's operations in order to prevent disruption to the Employer and others, issuing all notices, attending meetings, co-ordinating activities and co-operating with others during currency of the Works and for taking all necessary precautions to mitigate any constraints and or disruptions imposed on the Contractor as a result of the activities of others on the Site, as specified in the Works Information.

A 3.3. Protection of Existing Structures

A 3.3.1. Protection of existing structures and facilities until construction in the vicinity is complete Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for taking all precautions necessary to protect and ensure the structural integrity of the existing structures, services, plant and facilities that may be affected by the Works

and are not required to be demolished, for the duration of the Works. The pricing shall include for a condition survey, including photographic record to be undertaken and agreed with all stakeholders prior to the work commencing as specified in the Works Information.

A 3.4. Protection of Works

A 3.4.1. Protection of works during the construction Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for taking all precautions necessary to protect and ensure the integrity of plant, equipment and the Works undertaken on site that may be affected by wave action or other site conditions.

A 3.5. Free-Issue Rock Material Mass Control

A 3.5.1. Provision of weighbridge for free-issue rock material mass measurement and control purposes Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for provision and subsequent removal of a suitable calibrated weighbridge station acceptable to the Project Manager, including reinstatement and making good of the weighbridge area upon completion.

A 3.6. Temporary Crane Outrigger Supports

A 3.6.1. Provision of temporary crane outrigger supports Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for the design and provision of temporary crane outrigger supports, and subsequent removal and reinstatement of existing structures as may be required for the temporary crane access and outrigger supports.

A 3.7. Survey

A 3.7.1. Survey Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for undertaking all necessary survey work and reporting as specified in the Works Information.

A 3.8. Progress Photographs

A 3.8.1. Provision of progress photographic record Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all costs associated with the provision of a detailed photographic record of the Works as the work proceeds from the Starting Date up to Completion all as described in the Works Information, including the compilation of an annotated, electronic photographic report as specified in the Works Information.

A 3.9. As-Built Drawings

A 3.9.1. Provision of marked up drawings for production of as-built drawings Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for all costs associated with the provision of a detailed as-built record of the Works as the work proceeds from the Starting Date up to Completion all as specified in the Works Information.

A 3.10. Temporary Jetty

A 3.10.1. Provision of temporary Jetty on the South Breakwater for passenger access only
..... Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for provision and subsequent removal of a suitable temporary jetty acceptable to the Project Manager, including reinstatement and making good of the jetty area upon completion.

A 3.11. Facilities for the Engineer

A 3.11.1. 6-man work boat with the ability to communicate with port control Unit: Sum

The unit of measurement and payment shall be a sum, and the price shall include for provision, establishment and commissioning on the site a suitable 6-man work boat adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.

B DEMOLITIONS

These Particular Pricing Assumptions generally apply to Bill 1 in Sections 2 & 3 of the Bills of Quantities.

B 1. BASIC PRINCIPLES

The *Contractor* is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The *Contractor* is advised that part of the works will take place below water level and within the tidal range and in close proximity to existing structures and he shall take all precautions necessary to deal with water, work under water where required and to protect and minimise damage to adjacent structures during the works. Rates and Prices shall be deemed to include for this.

B 2. PARTICULAR PRICING ASSUMPTIONS

B 2.1. Demolitions Generally

The rates and prices for the demolition and removal of materials shall include for removal to accepted dumpsites able to accept these materials or as otherwise indicated in the item. The *Contractor* is to source these dumpsites and shall arrange for the disposal of the materials at the accepted dumpsites and supply the *Supervisor* with the relevant documentation authorising the disposal at these sites.

All materials identified as salvage items shall remain the property of the *Employer* and shall be cleaned off and delivered to the designated *Employer's* storage depot and offloaded as directed unless otherwise stated.

The rates and prices shall be all-inclusive prices for the demolition and removal of the specified items off-site to accepted dump sites to be obtained by the *Contractor* or as otherwise indicated in the various items.

B 2.2. Particular Pricing Assumptions

B 2.2.1. Demolish and remove and dispose of as directed by the *Project Manager* (item to be stated) Unit: Sum/ No. / m³/ m²/ m/ ton (t)

The unit of measurement and payment for the various items to be demolished and removed shall be the sum, number (No.), cubic metre (m³) volume, square metre (m²) area, ton (t) mass or metre (m) length as appropriate.

The rates shall be all inclusive rates for the neatly saw cutting (where required), excavation, careful demolition and removal of the various items, including cleaning and preparing of existing surfaces as required, including transport and disposal off Site to an accepted dump site and all as specified in the Works Information.

B 2.2.2. Carefully salvage, remove and transport undamaged to Port Authority's storage depot or on site as directed by Project Manager (distance to be stated) Unit: Sum/ No./m

The unit of measure and payment for the various salvage items shall be the lump sum, number (No.) or metre (m) length of items to be salvaged and removed to storage or as directed.

The rates shall include for carefully salvaging, removing, cleaning off, transporting and off-loading of the various items to the *Employers* designated storage areas.

The rates for the salvage of navigational lights shall in addition include for carefully removing of the navigational light, complete with services termination, from its original position, including cutting off and removing anchor bolts.

All salvaged items remain the property of the Transnet National Ports Authority.

C CONCRETE WORK

These pricing assumptions generally apply to Bills 2 and 3 in Sections 2 & 3 of the Bills of Quantities.

C 1. BASIC PRINCIPLES

The *Contractor* is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

Measurement and payment for the scheduled items under this section of work are generally covered by Clause 8 of the applicable SANS 1200 Standard Specifications, as listed below, unless specifically amended or modified hereunder.

Applicable SANS 1200 specifications:
SANS 1200G: Concrete (Structural)
SANS 1200GE: Precast Concrete (Structural)

The rates and prices for concrete, formwork and reinforcement, including the installation of precast concrete, shall include for working over and/or under water and within the tidal range as may be applicable to the various items. The contractor shall be responsible for the design of all temporary works required for the placing of precast and in-situ concrete in order to achieve the specified final product and his rates and prices shall be deemed to include for this.

C 2. VARIATIONS TO SANS 1200 G: CONCRETE (STRUCTURAL)

C 2.1. Strength Concrete, Grade (Clause 8.4.3)

In addition to the requirements of Clause 8.4.3, where concrete is to be cast against or on existing concrete surfaces, the rate shall include the cost of preparing the existing concrete surface in order to facilitate the bonding/debonding of new to existing concrete, as per the specification.

C 3. VARIATIONS TO SANS 1200 GE: PRECAST CONCRETE (STRUCTURAL)

C 3.1. Provide Structural Precast Units (Clause 8.2.1)

In addition to the requirements of Clause 8.2.1, the rates for the provision of precast units shall include for the formation of recesses, boxings, adjustment, cutting and fitting of formwork, supply and casting in of fixtures and fittings and for the preparation and finishing of concrete surfaces and all as shown on the drawings and/or as specified, in order to produce the finished precast units, complete. The delivery and stacking of the units on the Site shall be excluded from this item.

C 3.2. Erection of Structural Precast Units (Clause 8.2.2)

In addition to the requirements of Clause 8.2.2, the rates for the provision of precast units shall include for delivering the units to and stacking on the Site. No payment will be made for units that crack or break when handled or placed, or for units placed or washed into positions where they are not required. The rate for placing shall also include for all surveys including visual and profile surveys, and removal of cracked or broken units and their replacement as well as for repositioning units displaced due to wave action.

C 4. PARTICULAR PRICING ASSUMPTIONS

Notwithstanding Clause 8 of the applicable SANS 1200 Standardised Specifications the following Particular Pricing Assumptions are applicable and shall be priced accordingly.

C 4.1. Concrete Sundries

C 4.1.1. Supply and install dowel bars (type of bar to be stated) Unit. No.

The unit of measurement and payment shall be the number of dowel bars of the various types installed.

The rates shall include for the supply, handling, protective coating system where specified, drilling and fixing dowel bars in existing concrete, grouting in and making good, etc. complete.

C 4.1.2. Supply and install holding-down (HD) Bolts (size to be stated) Unit. No.

The unit of measurement and payment shall be the number of HD bolts supplied and installed of the various diameters and types.

The rate shall include for supplying and delivering HD bolts complete with washers and nuts, and all threading, shaping, anchor plates and frames, corrosion protection, setting up of equipment, drilling or coring of holes into the concrete or steel, insertion and

holding in position of bolts during fixing and supply and pouring of grout, epoxy or chemical adhesives and all in accordance with the Works Information.

C 4.2. Existing precast units obtained from stockpiles

C 4.2.1. Collect, transport and place from stockpiles (unit size and transport distance to be stated)
..... Unit: No

The unit of measurement and payment shall be the number of units placed in position as specified.

The rate shall include for all costs in connection with the collection, transport, including double handling, loading, off-loading, placement in the required position in the works, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the Works Information.

D STRUCTURAL STEELWORKS

These pricing assumptions generally apply to Bill 4 in Sections 2 & 3 of the Bills of Quantities.

D 1. BASIC PRINCIPLES

The Contractor is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

D 2. PARTICULAR PRICING ASSUMPTIONS

Notwithstanding Clause 8 of the applicable SANS 1200 Standardised Specifications the following Particular Pricing Assumptions are applicable and shall be priced accordingly.

D 2.1. Handrails

D 2.1.1. Handrails assembly complete Unit. m

The unit of measurement and payment shall be the lineal metre of handrails complete, installed.

The rates shall include for the handrails assembly complete and the cost of supplying all materials, drilling of holes in concrete and including fixing bolts, assembling and grouting in. The rate shall include corrosion protection and all in accordance with the Works Information.

D 2.2. Ladders

D 2.2.1. Ladders, assembly complete Unit. No

The unit of measurement and payment shall be the number of, complete, installed.

The rates shall include for the cost of supplying all materials for each ladder, including lugs or other means of fixing to walls, floors, etc. drilling of holes in concrete and including fixing bolts, assembling and grouting in. The rate shall include corrosion protection and all in accordance with the Works Information.

D 2.3. Navigational Light

D 2.3.1. Installation of Navigational Light (position to be stated) Unit. Sum

The unit of measurement and payment shall be the sum, and the price shall include for all requirements including, taking delivery, loading, transportation, off-loading, storage, handling and installation, connection of services as specified in the Works Information, including the design and provision of temporary reinforced concrete support plinths, all necessary excavation preparation, formwork, reinforcement etc, complete.

E DREDGING

These pricing assumptions are generally applicable to Bill 5 in Section 3 of the Bill of Quantities.

E 1. BASIC PRINCIPLES

The *Contractor* is referred to the Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The *Contractor* is advised that part of the works will take place below water level and within the tidal range and in close proximity to existing structures, and he shall take all precautions necessary to deal with water, work under water where required and to protect and minimise damage to adjacent structures during the works. Rates and Prices shall be deemed to include for this.

The basic principles of measurement and payment for all dredging, excavation, and disposal of dredge spoil is that the rates for each item shall cover the costs of:

E 1.1. Dredging and Excavation

1. dredging and/or excavation of material
2. transport of dredged/excavated material to the disposal site and depositing and
3. spreading and levelling evenly over the entire disposal site area as described;
4. dealing with obstructions
5. downtime due to mechanical breakdown, maintenance, site conditions, wave action, weather conditions, surveys etc.
6. display of marker buoys
7. dealing with sea traffic and complying with Port Control instructions
8. moving the dredger/barge from point to point
9. hydrographic and other surveys for the purposes of control and measurement
10. compliance with the environmental monitoring requirements
11. dredger and ancillary plant operations not provided for elsewhere in the Bill of Quantities

E 2. MEASUREMENT OF QUANTITIES

The measured quantities for dredging, excavation will be the net in-situ volumes as measured between the ground or seabed levels, as determined by an in-survey, and the dredge invert level and a 1:5 construction slope projected from a point that defines the dredge invert level at the outer edge of the specified dredge profile. The pay line is the theoretical 1:5 slope irrespective the actual slope achieved. The volumes are calculated using a digital terrain model with a point density of 1 per square metre or better. No additional quantity will be measured or paid for any over-dredging, whether inside or

outside the allowable pay line and for dredging/excavation required to achieve stable excavation trench slopes prior to the installation of the precast armour units and rates shall be deemed to include for this.

E 3. PARTICULAR PRICING ASSUMPTIONS

E 3.1. Dredging

E 3.1.1 Dredge or excavate in all materials other than rock and dispose material offshore as specified (disposal area to be stated) Unit: m3

The unit of measurement and payment shall be the cubic metre volume of material to be excavated or dredged to the dredge invert level and a 1:5 construction slope.

The rate shall include for all costs of dredging in materials other than rock as described in the Works Information, including re-dredging and mop-up dredging of any recharge and for the transport and disposal of dredged or excavated material. The rate shall include for all necessary, hydrographic and other surveys for the purposes of control and measurement at both the dredge and disposal sites and for all requirements as specified in the Environmental Monitoring Requirements and all in accordance with the Works Information. The rate shall also include for dealing with obstructions such as rocks or concrete pieces from the existing Breakwater.

F COASTAL STRUCTURES

These pricing assumptions are generally applicable to Bill 6 in Section 3 of the Bill of Quantities.

F 1. BASIC PRINCIPLES

The Contractor is referred to Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The Contractor is advised that part of the works will take place below water level and within the tidal range and in close proximity to existing structures and he shall take all precautions necessary to deal with water, work under water where required and to protect and minimise damage to adjacent structures during the works. Rates and Prices shall be deemed to include for this.

The following basic principles of measurement and payment are applicable for the Coastal Structures:

Rates and prices shall include the costs of:

1. Down time due to mechanical breakdown, maintenance, site conditions, wave action, weather conditions, surveys, etc.;
2. Compliance with the environmental monitoring requirements;
3. Surveys for the purposes of control and measurement.

F 2. COMPUTATION OF ROCK QUANTITIES

F 2.1. Rock Material

Measurement and payment for the supply, stockpiled and construction of accepted rock material of the various grades, will be according to the verified mass of accepted rock material supplied from the quarry or stockpile and placed within the specified tolerances.

In this regard the Contractor shall conduct the necessary in and out surveys, prepare and submit a point cloud model with sufficient resolution to distinguish individual rocks, to be accepted by the Project Manager. Rock placed outside the specified tolerances of the different layers, as shown on the design drawings, shall be corrected by the Contractor at his own expense.

Mass measurement for the commercially sourced rock material shall be taken using a calibrated weighbridge at the quarry. The Contractor shall keep accurate, verifiable records of all rock supplied, delivered to Site and placed in position and must submit

quarry delivery notes (weigh bills) stating the mass and grade of rock supplied at the quarry, corresponding invoices from the accepted quarry together with corresponding on-Site delivery verification records upon delivery to Site, detailed cumulative mass calculations, to the Project Manager for verification and acceptance. Rock placed outside the specified tolerances, as shown on the drawings, shall be corrected by the Contractor at his own expense.

Mass measurement for the free-issue rock material shall be taken from a calibrated on-site weighbridge (to be provided by the Contractor). The Contractor shall keep accurate, verifiable records of all rock loaded, delivered and placed in position. Then submit quarry delivery notes (weigh bills) stating the mass and grade of rock loaded from the on-site stockpile including the detailed cumulative mass calculations, for the Project Manager to verify and accept. Rock placed outside the specified tolerances, as shown on the drawings, shall be corrected by the Contractor at his own expense.

F 3. PARTICULAR PRICING ASSUMPTIONS

F 3.1. Rock material

F 3.1.1. Supply and place imported rock material from commercial sources (type and size to be stated) Unit: t

The unit of measurement and payment shall be the mass in tons of the rock layer placed in position as specified.

The rate shall include for all costs in connection with the supply and placement of the rock including procurement, loading, transporting, off-loading, handling, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the Works Information.

F 3.2. Free-issue rock material obtained from stockpile (distance to be stated)

F 3.2.1. Collect, transport and place from stockpiles (size and transport distance to be stated)
..... Unit: t

The unit of measurement and payment shall be the mass in tons of the rock layer placed in position as specified.

The rate shall include for all costs in connection with the collection, transport of the rock including sorting, grading, double handling, loading, transporting, off-loading, placement in the required position in the works, spreading and trimming to the specified dimensions, levels and tolerances, undertaking of all necessary surveys, removal of any surplus material and all other activities required to achieve the finished product as specified in the Works Information.

G Contract Skills Development Goals (CSDG)

These pricing assumptions generally apply to Section 1 of the Bill of Quantities.

G.1. BASIC PRINCIPLES

The Contractor is referred to Part C2.1 Pricing Assumptions: Clause 3: General Pricing Assumptions.

The contractor shall determine the CSDG expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

G.2. The contractor's attention is brought to the following:

- G.2.1. The Employer shall include a line item under the Skills Development in the Final Tender Summary section described as "Minimum Contract Skills Development Goal (CSDG)" as illustrated in table below:

Table 2: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

- G.2.2. To prevent a tender being non-responsive, the Employer shall bring to the Contractor's attention the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the sub-total of the tender amount will determine the minimum CSDG that needs to be achieved in the contract.

G.3. Payment to the contractor to accommodate Work Integrated Learners and Candidates for Professional Registration:

- G.3.1. The *Contractor* shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provisions for training as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedule.

G.4. Supervisors and Mentors

G.4.1. Payment to the *Contractor* for supervision and mentoring Part/ Full occupational qualification and Trade qualification learners:

G.4.1.1. The *Employer* shall make no provision for an additional payment item for the payment of the supervisor and/ or mentors for the provision of training as provided for in the Preliminary & General section of the Bill of quantities/ Pricing schedules/ Activity schedule for the training of part time/ full time occupational learners and/ or trade qualification learners.

G.4.2. Payment to the contractor for supervision and mentoring Work Integrated Learners and Candidates for professional registration:

G.4.2.1. The *Contractor* shall apportion the cost of mentoring work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and will form part of the cost as provided for in the Preliminary & General section in the Bill of Quantities for training.

G.5. Indirect Targeting – Enterprise Development

G.5.1. The *Employer* shall determine the percentage to be paid for the Contract Participation Goal (CPG) on the contract, and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs).

G.5.1.1. The rates illustrated in table 3 are the recommended rates to guide the *Employer* to determine the amount for Enterprise Development per targeted enterprise. The *Employer* may adjust these rates which may be affected by factors such as location of the project. The *Employer* must include this amount as a Provisional Sum in the Preliminary and General (P&G) section as illustrated.

C2.2 the *bill of quantities*

PRELIMINARY & GENERAL						
FIXED CHARGE						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 1				
		<u>BILL NO: 1</u>				
		<u>PRELIMINARY & GENERAL</u>				
1.1		<u>FIXED CHARGE AND VALUE RELATED ITEMS</u>				
1.1.1	8.3.1	<u>Contractual Requirements</u>				
1.1.1.1		Provision of Performance Bond	Sum	1		
1.1.1.2		Provision of Insurances	Sum	1		
1.1.1.3		All other Contractual and legal requirements including, permitting and licensing, etc.	Sum	1		
1.1.2	8.3.2	<u>Establishment of Facilities on Site</u>				
1.1.2.1	8.3.2.1/ A3.11	<u>Facilities for Project Manager/ Supervisor</u>				
1.1.2.1.1	a)	Furnished offices	Sum	1		
1.1.2.1.2	b)	Telephone and internet access	Sum	1		
1.1.2.1.3	c)	Name boards	Sum	1		
1.1.2.1.4	A3.11.1 d)	Allow for a suitable 6-man work boat with the ability to communicate with port control	Sum	1		
1.1.2.2	8.3.2.2	<u>Facilities for Contractor</u>				
1.1.2.2.1	a)	Offices and storage sheds	Sum	1		
1.1.2.2.2	b)	Workshops	Sum	1		
CARRIED FORWARD:						

BROUGHT FORWARD:					
1.1.2.2.3	c)	Laboratories	Sum	1	
1.1.2.2.4	d)	Living accommodation and messing facilities	Sum	1	
1.1.2.2.5	e)	Ablution and latrine facilities	Sum	1	
1.1.2.2.6	f)	Tools and equipment	Sum	1	
1.1.2.2.7	g)	Water supplies, electric power and communications	Sum	1	
1.1.2.2.8	h)	Dealing with water	Sum	1	
1.1.2.2.9	i)	Access	Sum	1	
1.1.2.2.10	j)	Contractors Equipment (Tenderer to Specify)			
		(Details of the types, sizes, capacities, production rates and daily hire and standby rates of all major Contractors Equipment shall be provided separately with the tender together with a breakdown of the mobilization and demobilization costs for each piece of major equipment)			
1.1.2.2.10.1		Crane for antifer placement	Sum	1	
1.1.2.2.10.2		Crane for dolos placement	Sum	1	
1.1.2.2.10.3		Dredging Equipment	Sum	1	
1.1.2.2.10.4		ADTS	Sum	1	
1.1.2.2.10.5		Excavator	Sum	1	
1.1.2.2.10.6		Batching Plant	Sum	1	
1.1.2.2.10.7		Marine vessels and associated equipment (Tenderer to specify)	Sum	1	
CARRIED FORWARD:					

BROUGHT FORWARD:					
1.1.2.2.10.8		Survey equipment (Tenderer to specify)	Sum	1	
1.1.2.2.10.9		Other Contractors' Equipment (Tenderer to specify)	Sum	1	
1.1.3		<u>Other Fixed Charge Obligations</u>			
1.1.3.1	8.3.3	Setting out of the Works	Sum	1	
1.1.3.2	8.3.3	Security and fencing of the Site including watching, barricading and lighting	Sum	1	
1.1.3.3	A3.1.1	Comply with all environmental and pollution control requirements including provision of the Environmental Management Plan	Sum	1	
1.1.3.4	A3.1.2	Comply with all health and safety requirements	Sum	1	
1.1.3.5	A3.1.3	Submission of the health and safety file	Sum	1	
1.1.3.6	A3.1.4	Comply with all industrial relations requirements	Sum	1	
1.1.3.7	A3.1.5	Comply with all document management requirements not included elsewhere	Sum	1	
1.1.3.8	A3.1.6	Comply with all quality management requirements not included elsewhere	Sum	1	
1.1.3.9	A3.2.1	Facilitation and co-operation with port authorities' requirements, restrictions and operations	Sum	1	
1.1.3.10	A3.2.2	Facilitation and co-operation with the Employer and others	Sum	1	
CARRIED FORWARD:					

BROUGHT FORWARD:					
1.1.3.11	A3.8.1	Provision of progress photographic record	Sum	1	
1.1.3.12	A3.9.1	Provision of marked up drawings for production of as-built drawings	Sum	1	
1.1.3.13	A3.7.1	Surveys	Sum	1	
1.1.3.14		All other Fixed charge obligations not covered elsewhere: (Tenderer to Specify)	Sum	1	
1.1.4	8.3.4	Remove Site Establishment	Sum	1	
1.1.5	8.8/A3	<u>Temporary Works</u>			
1.1.5.1	8.8.2	Dealing with traffic including compliance with the Local traffic regulations	Sum	1	
1.1.5.2	8.8.3/A3.8.1	Protection of existing structures and facilities until construction in the vicinity is complete	Sum	1	
1.1.5.3	8.8.4	Protection of services	Sum	1	
1.1.5.4	A3.4.1	Protection of works during the construction	Sum	1	
1.1.5.5	A3.5.1	Provision of weighbridge for free-issue rock material mass measurement and control purposes	Sum	1	
1.1.5.6	A3.6.1	Provision of temporary crane outrigger supports	Sum	1	
1.1.5.7	A3.10.1	Provision of temporary Jetty on the South Breakwater for passenger access only	Sum	1	
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:					

PRELIMINARY & GENERAL						
TIME RELATED ITEMS						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 1				
		<u>BILL NO: 2</u>				
	SANS 1200A/AB / Pricing Assumpt: Sect. A	<u>PRELIMINARY & GENERAL</u>				
1.2		<u>TIME RELATED ITEMS</u>				
1.2.1	8.4.1	<u>Contractual Requirements</u>				
1.2.1.1		Provision of Performance Bond	Sum	1		
1.2.1.2		Provision of Insurances	Sum	1		
1.2.1.3		All other Contractual and legal requirements including, permitting and licensing, etc.	Sum	1		
1.2.2	8.4.2	<u>Operation and Maintenance of Facilities on Site</u>				
1.2.2.1	8.4.2.1	<u>Facilities for Project Manager/ Supervisor</u>				
1.2.2.1.1	a)	Furnished offices	Sum	1		
1.2.2.1.2	b)	Telephone and internet access	Sum	1		
1.2.2.1.3	c)	Name boards	Sum	1		
1.1.2.1.4	A3.11.1 d)	Allow for a suitable 6-man work boat with the ability to communicate with port control	Sum	1		
1.2.2.2	8.4.2.2	<u>Facilities for Contractor</u>				
1.2.2.2.1	a)	Offices and storage sheds	Sum	1		
1.2.2.2.2	b)	Workshops	Sum	1		
1.2.2.2.3	c)	Laboratories	Sum	1		
1.2.2.2.4	d)	Living accommodation and messing facilities	Sum	1		
CARRIED FORWARD:						

BROUGHT FORWARD:					
1.2.2.2.5	e)	Ablution and latrine facilities	Sum	1	
1.2.2.2.6	f)	Tools and equipment	Sum	1	
1.2.2.2.7	g)	Water supplies, electric power and communications	Sum	1	
1.2.2.2.8	h)	- Dealing with water	Sum	1	
1.2.2.2.9	i)	Access	Sum	1	
1.2.2.2.10	j)	Contractors Equipment (other than dredging) (Tenderer to Specify)	Sum	1	
		(Details of the types, sizes, capacities, production rates and daily hire and standby rates of all major Contractors Equipment shall be provided separately with the tender together with a breakdown of the mobilization and demobilization costs for each piece of major equipment)			
1.2.2.2.10.1		Crane for anti fer placement	Sum	1	
1.2.2.2.10.2		Crane for dolos placement	Sum	1	
1.2.2.2.10.3		Dredging Equipment	Sum	1	
1.2.2.2.10.4		ADTS	Sum	1	
1.2.2.2.10.5		Excavator	Sum	1	
1.2.2.2.10.6		Batching Plant	Sum	1	
1.2.2.2.10.7		Marine vessels and associated equipment (Tenderer to specify)	Sum	1	
1.2.2.2.10.8		Survey equipment (Tenderer to specify)	Sum	1	
CARRIED FORWARD:					

BROUGHT FORWARD:					
1.2.2.2.10.9		Other Contractors' Equipment (Tenderer to specify)	Sum	1	
1.2.3	8.4.3	Supervision for duration of construction	Sum	1	
1.2.4	8.4.4	Company and Head Office overhead costs	Sum	1	
1.2.5		<u>Other Time-related obligations</u>			
1.2.5.1	8.4.5	Setting out of the Works	Sum	1	
1.2.5.2	8.4.5	Security and fencing of the Site including watching, barricading and lighting	Sum	1	
1.2.5.3	A3.1.1	Comply with all environmental and pollution control requirements including provision of the Environmental Management Plan	Sum	1	
1.2.5.4	A3.1.2	Comply with all health and safety requirements	Sum	1	
1.2.5.5	A3.1.3	Submission of the health and safety file	Sum	1	
1.2.5.6	A3.1.4	Comply with all industrial relations requirements	Sum	1	
1.2.5.7	A3.1.5	Comply with all document management requirements not included elsewhere	Sum	1	
1.2.5.8	A3.1.6	Comply with all quality management requirements not included elsewhere	Sum	1	
1.2.5.9	A3.2.1	Facilitation and co-operation with port authorities' requirements, restrictions and operations	Sum	1	
1.2.5.10	A3.2.2	Facilitation and co-operation with the Employer and others	Sum	1	
1.2.5.11	A3.8.1	Provision of progress photographic record	Sum	1	
CARRIED FORWARD:					

BROUGHT FORWARD:					
1.2.5.12	A3.9.1	Provision of marked up drawings for production of as-built drawings	Sum	1	
1.2.5.13	A3.7.1	Surveys	Sum	1	
1.2.5.14		All other Time-related charge obligations not covered elsewhere: (Tenderer to Specify)	Sum	1	
1.2.6	8.8	<u>Temporary Works</u>			
1.2.6.1	8.8.2	Dealing with traffic including compliance with the Local traffic regulations	Sum	1	
1.2.6.2	8.8.3/ A3.3.1	Protection of existing structures and facilities until construction in the vicinity is complete	Sum	1	
1.2.6.3	8.8.4	Protection of services	Sum	1	
1.2.6.4	A3.4.1	Protection of works during the construction	Sum	1	
1.2.6.5	A3.5.1	Provision of weighbridge for free-issue rock material mass measurement and control purposes	Sum	1	
1.2.6.6	A3.6.1	Provision of temporary crane outrigger supports	Sum	1	
1.2.6.7	A3.10.1	Provision of temporary Jetty on the South Breakwater for passenger access only	Sum	1	
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:					

PRELIMINARY & GENERAL						
CIDB BUILD						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Pricing Assumpts: Sect. G G5.1	SECTION 1 <u>BILL NO: 3</u> <u>CIDB B.U.I.L. D</u>				
1.3.1		(a)Enterprise Development of Targeted Enterprise or JV partners				
1.3.1.1		(a.1) Needs Analysis and Enterprise Development Plan per Targeted Enterprise	Item	1	50 000	Included
1.3.1.2		(a.2) Monitoring and Interim Reporting per Targeted Enterprise	Per Quarter	8	40 000	Included
1.3.1.3		(a.3) Project Completion Report per Targeted Enterprise	Item		50 000	Included
		Total (a1 + a2 + a3)				420 000.
1.3.2		Contract Participation Goal (CPG) in relation to Subcontracting / Supplier Development of Targeted Enterprises as a Condition of Tender to be In Accordance With Indirect Targeting for Enterprise Development through Construction Works Contracts, Gazette Notice No.36190 of 25 February 2013				
1.3.2.1		It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting. The value is determined as the contract value (Excluding VAT, Escalation, Contingencies) of the contract including labour and material to EME's and QSE's. This amount is to include all costs associated with the management of all subcontractors associated with the Contract Participation Goal (CPG)	Item	1		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

NORTH BREAKWATER						
SITE CLEARANCE (DEMOLITIONS)						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	SANS 1200C/ Pricing Assumpts: Sect. B	SECTION 2 <u>BILL NO: 1</u> <u>SITE CLEARANCE (DEMOLITIONS)</u>				
2.1.1		<u>DEMOLITIONS, ETC.</u>				
2.1.1.1	B2.2.1	<u>Demolish and remove and dispose of as directed by the Project Manager</u>				
2.1.1.1.1		Neatly saw cut and remove existing reinforced concrete cap wall approximately 1.1m high by average 1m thick to form temporary pockets approximately 1.5m wide for crane outriggers access, disposed offsite to a dumpsite accepted by the Project Manager (provisional item)	No	20		
2.1.1.2	B2.2.2	<u>Carefully salvage, remove and transport undamaged to Port Authority's storage depot (within 1km radius of site) or on site as directed by Project Manager</u>				
2.1.1.2.1		20t dolosse for temporary crane outriggers access (provisional item)	No.	24		
2.1.1.3	B2.2.2	<u>Carefully salvage, remove and transport undamaged to Port Authority's storage depot (within 1km radius of site) or on site as directed by Project Manager</u>				
2.1.1.3.1		20t dolosse for re-use	No.	10		
2.1.1.3.2		Existing navigational light for re-use	No.	2		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

NORTH BREAKWATER						
CONCRETE (STRUCTURAL)						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.2	SANS 1200 G/ Pricing Assumps: Sect. C	<u>SECTION 2</u> <u>BILL NO: 2</u> <u>CONCRETE (STRUCTURAL)</u>				
2.2.1	8.2	<u>FORMWORK</u>				
2.2.1.1	8.2.2	<u>Smooth formwork (Degree of accuracy II)</u>				
2.2.1.1.1		To sides of cap wall pockets (previously demolished) (provisional item)	m ²	17		
2.2.1.1.2		To sloping sides of cap wall pockets (previously demolished) (provisional item)	m ²	20		
2.2.1.1.3		Form chamfer not exceeding 100mm to match existing edge of cap wall pockets (previously demolished) (provisional item)	m	15		
2.2.2	8.3	<u>REINFORCEMENTS</u>				
2.2.2.1	8.3.1	<u>High tensile steel reinforcement to structural concrete work</u>				
2.2.2.1.1		25mm diam in repairs to the cap wall pockets (previously demolished) (provisional item)	t	1		
2.2.2.1.2		20mm diam in repairs to the cap wall pockets (previously demolished) (provisional item)	t	1		
2.2.2.1.3		16mm diam in repairs to the cap wall pockets (previously demolished) (provisional item)	t	1		
CARRIED FORWARD:						

BROUGHT FORWARD:					
2.2.3	8.4	<u>CONCRETE</u>			
2.2.3.1	8.4.3	<u>30Mpa/19mm Reinforced Concrete cast in formwork</u>			
2.2.3.1.1		In repairs to the cap wall pockets (previously demolished) (provisional item)	m ³	20	
2.2.3.2	8.4.4	<u>Unformed Surface Finishes</u>			
2.2.3.2.1	b)	Steel-floated finish to top of the cap wall pocket repairs (provisional item)	m ²	8	
2.2.4	8.5	<u>JOINTS</u>			
2.2.4.1		Form neat construction joint to match existing in repairs to cap wall pockets (provisional item)	m	22	
2.2.5	C4.1.1	<u>SUPPLY AND INSTALL DOWEL BARS</u>			
2.2.5.1		Approximately 1000mm long Y25 high tensile bars spaced at 400mm centers, drilled and grouted into concrete capping with Fischer FIS-EM epoxy injected mortar (provisional item)	No	20	
2.2.5.2		Approximately 1000mm long Y25 high tensile bars spaced at 400mm centers, drilled and grouted into concrete cap wall with Fischer FIS-EM epoxy injected mortar (provisional item)	No	20	
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:					

NORTH BREAKWATER							
PRECAST CONCRETE							
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
2.3	SANS 1200 GE/ Pricing Assumpt: Sect. C	<u>SECTION 2</u> <u>BILL NO: 3</u> <u>PRECAST CONCRETE</u>					
		2.3.1	8.2	<u>PRECAST UNIT</u>			
		2.3.1.1	8.2.1/ C3.1	<u>Provide Structural Precast Units (Grade 40/19 unreinforced concrete)</u>			
		2.3.1.1.1		<u>Dolosse</u>			
		2.3.1.1.1.1		Manufacturing and supply of 20t dolosse	No.	2250	
		2.3.1.2	8.2.2/C3.2	<u>Erection of Structural Precast Units (Grade 40/19 unreinforced Concrete):</u>			
		2.3.1.2.1		<u>Dolosse</u>			
		2.3.1.2.1.1		Delivery and placement of 20t dolosse	No.	2250	
		2.3.1.3	C4.2	<u>Existing precast units obtained from stockpiles (within 1km radius of site)</u>			
		2.3.1.3.1	C4.2.1	Collect, transport and place 20t dolosse from stockpile (provisional item)	No.	24	
		2.3.1.3.2	C4.2.1	Collect, transport and place 20t dolosse from stockpile	No.	10	
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:							

NORTH BREAKWATER						
STRUCTURAL STEELWORK						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.4	SANS 1200H/ Pricing Assumpt: Sect. D	<u>SECTION 2</u> <u>BILL NO: 4</u> <u>STRUCTURAL STEELWORK</u>				
2.4.1	D2.3	<u>EXISTING NAVIGATIONAL LIGHTS</u>				
2.4.1.1	D2.3.1	<u>Installation of existing navigational light in temporary position</u>				
2.4.1.1.1		Take, transport and install existing navigational light including ladder in temporary position including required services, connections, etc. complete and design and provision of temporary reinforced concrete support plinths, all necessary excavation preparation, formwork, reinforcement etc. complete	No	1		
2.4.1.2	D2.3.1	<u>Installation of existing navigational light in permanent position</u>				
2.4.1.2.1		Take from store, transport and install existing navigational light in permanent position including required services, connections, etc. complete.	No	1		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

SOUTH BREAKWATER							
SITE CLEARANCE (DEMOLITIONS)							
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
3.1	SANS 1200C/ Pricing Assumps: Sect. B	<u>SECTION 3</u> <u>BILL NO: 1</u>					
		<u>SITE CLEARANCE (DEMOLITIONS)</u>					
		<u>DEMOLITIONS, ETC.</u>					
		B2.2.1	<u>Demolish and remove and dispose-off as directed by the Project Manager</u>				
		3.1.1.1.1	Existing reinforced concrete capping and plinth, disposed of at breakwater toe	m³	1240		
		3.1.1.1.2	Existing broken un reusable 30t dolosse, disposed of at breakwater toe	No	30		
		3.1.1.1.3	Existing steel ladder approximately 1m long, disposed offsite to a dumpsite accepted by the Project Manager	No	1		
		3.1.1.2	<u>Carefully salvage, remove and transport undamaged to Port Authority's storage depot (within 2km radius of site) or on site as directed by Project Manager</u>				
		3.1.1.2.1	Removal of 1 to 5t underlayer rock for reuse	t	2550		
		3.1.1.2.2	30t dolosse for reuse	No.	89		
		3.1.1.2.3	Existing navigational light including ladder, for reuse	No.	3		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:							

SOUTH BREAKWATER						
CONCRETE (STRUCTURAL)						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.2	SANS 1200G/ Pricing Assumpt's: Sect. C	<u>SECTION 3</u>				
		<u>BILL NO: 2</u>				
		<u>CONCRETE (STRUCTURAL)</u>				
3.2.1	8.2	<u>FORMWORK</u>				
3.2.1.1	8.2.1	<u>Rough formwork (Degree of accuracy III)</u>				
3.2.1.1.1		To sides of mass concrete bedding layer	m ²	110		
3.2.1.2	8.2.2	<u>Smooth formwork (Degree of accuracy II)</u>				
3.2.1.2.1		To sides of crane base	m ²	1100		
3.2.1.2.2		To sides and ends of ramp	m ²	35		
3.2.1.3.3		To sides of navigational light permanent support plinth	m ²	56		
3.2.2	8.3	<u>REINFORCEMENTS</u>				
3.2.2.1		<u>High tensile steel reinforcement to structural concrete work</u>				
3.2.2.1.1		25mm Diameter	t	90		
3.2.2.2.2		20mm diameter	t	50		
3.2.2.2.3		16mm diameter	t	11		
3.2.3	8.4	<u>CONCRETE</u>				
3.2.3.1	8.4.3	<u>25Mpa Unreinforced mass concrete cast in formwork</u>				
3.2.3.1.1		Mass concrete bedding layer	m ³	342		
CARRIED FORWARD:						

BROUGHT FORWARD:					
3.2.3.2	8.4.3	<u>30Mpa/19mm Reinforced Concrete cast in formwork</u>			
3.2.3.2.1		Crane base	m ³	3770	
3.2.3.2.2		Ramp	m ³	110	
3.2.3.2.3		Navigational light permanent support plinth	m ³	30	
3.2.3.3	8.4.4	<u>Unformed Surface Finishes</u>			
3.2.3.3.1	d)	Broom swept finish	m ²	830	
3.2.4	8.5	<u>JOINTS</u>			
3.2.4.1		Contraction joints as per the engineers' details	m ²	150	
3.2.5	C.4.1.2	<u>Supply and install holding-down (HD) bolts</u>			
3.2.5.1		M24 x 150 thread, 1000mm long EN19 steel bar, including nuts, washers cast into concrete plinths	No	16	
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:					

SOUTH BREAKWATER						
PRECAST CONCRETE						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.3	SANS 1200 GE/ Pricing Assumpts: Sect. C	<u>SECTION 3</u> <u>BILL NO: 3</u> <u>PRECAST CONCRETE</u>				
3.3.1	8.2	<u>PRECAST UNITS</u>				
3.3.1.1	8.2.1/ C3.1	<u>Provide Structural Precast Units (Grade 40/19 unreinforced concrete)</u>				
3.3.1.1.1		<u>Antifers</u>				
3.3.1.1.1.1		Manufacturing and supply of 65t antifer units	No.	1860		
3.3.1.1.2		<u>Dolosse</u>				
3.3.1.1.2.1		Manufacturing and supply of 30t dolosse	No.	530		
3.3.1.2	8.2.2/C3.2	<u>Erection of Structural Precast Units (Grade 40/19 unreinforced Concrete):</u>				
3.3.1.2.1		<u>Antifers</u>				
3.3.1.2.1.1		Delivery and placement of 65t antifer units	No.	1860		
3.3.1.2.2		<u>Dolosse</u>				
3.3.1.2.2.1		Delivery and placement of 30t dolosse	No.	530		
3.3.1.3	C4.2	<u>Existing precast units obtained from stockpiles (within 2km radius of site)</u>				
3.3.1.3.1	C4.2.1	Collect, transport and place 30t dolosse from stockpile	No.	89		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

SOUTH BREAKWATER						
STRUCTURAL STEELWORK						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.4	SANS 1200H/ Pricing Assumpt: Sect. D	<u>SECTION 3</u> <u>BILL NO: 4</u> <u>STRUCTURAL STEELWORK</u>				
3.4.1	8.3.7	<u>Handrail Assembly Complete as per Engineers detail</u>				
3.4.1.1	b.1	Stainless steel, horizontal	m	101		
3.4.2	8.3.8/D2.2.1	<u>Ladders assembly complete (as per existing)</u>				
3.4.2.1		Steel navigational light ladder	No.	1		
3.4.3	D2.3	<u>NAVIGATIONAL LIGHTS</u>				
3.4.3.1	D2.3.1	<u>Installation of existing navigational light in temporary position</u>				
3.4.3.1.1		Take, transport and install existing navigational light including ladder in temporary position including required services, connections, etc. complete and design and provision of temporary reinforced concrete support plinths, all necessary excavation preparation, formwork, reinforcement etc., complete	No	2		
3.4.3.2	D2.3.1	<u>Installation of existing navigational light in permanent position</u>				
3.4.3.2.1		Take, transport and install existing navigational light including ladder in permanent position including required services, connections, etc. complete.	No	1		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

SOUTH BREAKWATER						
DREDGING						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.5	Pricing Assumpts: Sect. E	<u>SECTION 3</u> <u>BILL NO: 5</u> <u>DREDGING</u>				
3.5.1	E3.1	<u>DREDGING</u>				
3.5.1.1	E3.1.1	<u>Dredge or excavate sand in all materials (including debris, pebbles, etc. ≥10Mpa) other than rock and dispose of material offshore as specified</u>				
3.5.1.1.1		Dredge or excavate trench for the antifer unit toe in all materials other than rock and dispose offshore	m ³	30500		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

SOUTH BREAKWATER COASTAL STRUCTURE						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.6	Pricing Assumpts: Sect. F	<u>SECTION 3</u> <u>BILL NO: 6</u> <u>COASTAL STRUCTURE</u>				
3.6.1		<u>Underlayer Rock from commercial source</u>				
3.6.1.1	F3.1.1	Supply and place imported 1 - 5t rock from commercial sources (provisional item)	t	2000		
3.6.2		<u>Free issue underlayer rock obtained from stockpiles (within 10km radius of site)</u>				
3.6.2.1	F3.2.1	Collect, transport and place 1-5t rock from stockpile	t	40000		
3.6.3		<u>Free issue underlayer rock obtained from stockpiles (within 2km radius of site)</u>				
3.6.3.1	F3.2.1	Collect, transport and place 1-5t rock from stockpile (previously removed rock)	t	2550		
3.6.4		<u>Filter layer rock from commercial source</u>				
3.6.4.1	F3.1.1	Supply and place imported 20-100kg rock material from commercial sources (provisional item)	t	50		
3.6.5		<u>Free-issue filter rock obtained from stockpiles (within 10km radius of site)</u>				
3.6.5.1	F3.2.1	Collect, transport and place 20-100kg rock from stockpile	t	700		
SUB-TOTAL CARRIED FORWARD TO FINAL SUMMARY:						

FINAL SUMMARY			
SECTION	BILL	DESCRIPTION	AMOUNT
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	2	Time Related Items	
	3	<u>CIDB BUILD</u>	
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	2	Concrete (Structural)	
	3	Precast Concrete	
	4	Structural Steelwork	
SECTION 3		<u>SOUTH BREAKWATER</u>	
	1	Site Clearance (Demolitions)	
	2	Concrete (Structural)	
	3	Precast Concrete	
	4	Structural Steelwork	
	5	Dredging	
	6	Coastal Structures	
SUBTOTAL [1]:			
CIDB CONTRACT SKILLS DEVELOPMENT GOALS (CSDG) (0.25% FACTOR X SUB TOTAL (1))			
(Subtotal (1) + CSDG) SUBTOTAL [2]:			
Allow the Sum of 0.2% of Sub Total (1) for the CIDB BUILD Fee:			
(Subtotal (2) + CIDB BUILD Fee) SUBTOTAL [3]:			
(Subtotal 3 + VAT) TOTAL TENDER SUM CARRIED TO FORM OF OFFER EXCLUDING VAT :			

Part C2: Pricing Data

PART C3: SCOPE OF WORK

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	<i>Contractor's Works</i>	
Total number of pages		81

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SECTION 1

1. Description of the *Works*

1.1. Executive overview

The construction of the North and South Breakwater structures at the Port of Richards Bay was completed in 1976. These breakwaters were designed and built as rubble mound structures that are protected by Dolosse armour units ranging from five to thirty tonnes in size. These structures were constructed to protect the deep-water entrance channel and to create a sheltered area for safe access of vessels and a calm inner harbour for port operations. Since then, they have withstood several major storms, including cyclones with significant wave heights beyond the original design storm wave height. These events have caused significant damage to the dolosse armour layers.

To restore the original functional condition, two major reparation *Works* were carried out (in 1987 on south breakwater trunk and in 1996 on the north breakwater). The south breakwater roundhead was subsequently severely damaged by a major storm which occurred during spring high tide in March 2007. Since then, the movement of the broken dolosse has been closely monitored, especially on the south breakwater roundhead during the annual photographic surveys.

The most recent aerial photographic survey of the breakwaters was conducted in October 2022 by PRDW Consulting Port & Coastal Engineers and indicated that the structural integrity of the breakwater structures is compromised due to the condition of the armour units and advised that rehabilitation *Works* should proceed without any delay to prevent breakwater failure and possible Port closure, since it is likely that moderate storms will accelerate damage and expose the core of the breakwater. Based on the assessment, there is a requirement for repairs and upgrades to the breakwater structures to ensure that its lifespan is extended for a further 30-years and its performance is increased to handle wave height conditions up to 11.5m, considering future sea-level rise linked to climate change as well as ensure continuous Port operations.

The *Works* entail repairs and upgrades to sections of the North and South breakwaters in the Port of Richards Bay, South Africa. Areas of repair are located at, or near, the head of each breakwater. The south breakwater repairs are more substantial in scope. In addition to casting and placing concrete armour units at specified locations, the south breakwater *Works* includes

demolishing a section of the concrete cap and replacing it with a widened reinforced concrete cap, dredging in the vicinity of the existing toe, discharging dredged material on the seaward side of the breakwater and constructing a rock underlayer over the existing dolos units to receive armour units. The figure below provides a rough indication of areas of repair.



Figure 1:

The widening of a section of the south breakwater concrete cap is intended to provide a platform to support the working loads of a breakwater crane (Liebherr LR 11350 or equivalent) for placing up to 65 tonne Antifer armour units at a reach of up to 80m. The *Employer's* intention is for the *Contractor* to use the widened cap to provide the *Works*. After demolition of the existing cap and prior to constructing the new cap, the crest of the south breakwater will be vulnerable to storm waves. The *Contractor* is to carefully plan for this period of exposure, both in minimising the period of exposure and by placing temporary protection along the crest of the exposed area.

1.2. Employer's objectives

The *Employer's* objectives are:

- Repair the damage to, and upgrade, sections of the north and south breakwaters in order to continue providing safe vessel access into the port for another 30 years; and
- Provide the *Works* without hindering port operations.

- Achieve Completion of the *Works* by meeting the Completion Date whilst still maintaining the highest environmental quality and safety standards and whilst minimising disruptions to ongoing port and terminal operations.

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention construction contract.

1.3. Overview of the *Works*

The *Employer's* designs specify the solution for upgrading the existing breakwaters, which is specified in detail in Technical Specifications and Drawings provided. The solution for the upgrades on the South breakwater includes:

- Preparations of site facilities and set up of precast yard;
- Move the navigation light to a temporary location (including power supply);
- Demolish approximately 36 m of the existing concrete cap and wave wall (including existing services) and dispose of rubble;
- Remove existing dolos armour units in the footprint of the widened concrete cap and stockpile or dispose of damaged dolos units, to be placed in breakwater on completion of the *Works*;
- Remove existing 1-5 tonne underlayer rock in the footprint of the widened concrete cap and stockpile;
- Place 20-100kg filter bedding layer beneath footprint of the new concrete cap;
- Cast 0.5m thick mass concrete layer beneath footprint of new concrete cap;
- Construct a widened in-situ reinforced concrete cap to serve as the crane base;
- Construct ramp from existing cap level (+6.6m CD) to new crane base level (+7.6m CD);
- Handrails along the edge of the new south breakwater cap extension
- Move the navigation light to a second temporary location (including power supply);
- Cast 65-tonne Antifer cube concrete armour units;
- Cast 30-tonne dolos concrete armour units;
- Dredge in front of the existing breakwater toe in the area of repair to receive armour units;
- dredged material to be disposed of on the seaward side of the south breakwater;
- Place 1-5 tonne underlayer rock on existing dolos armour;

- Place double layer of 65-tonne Antifer cubes;
- Place 30-tonne dolos units to tie-in new Antifer layer with the existing structure;
and
- Move navigation light to final position.

The solution for the upgrades on the North breakwater includes:

- Preparations of site facilities and set up of precast yard;
- Move the navigation light to a temporary location (including power supply);
- Cast 20-tonne dolos concrete armour units;
- Transport and place 20-tonne dolos concrete armour units; and
- Reinstall the navigation light to original position.

1.4. Interpretation and terminology

The following terminology is used in this *Works* Information:

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

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
BS	British Standards Institute Specifications

CESSG	Transnet <i>Contractor</i> Environmental and Sustainability Specification Guidelines TRN-IMS-GRP-GDL-014.4 Rev 3.0
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment <i>Workshop</i>
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
IHO	International Hydrographic Organisation
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	<i>Contractor's</i> Industrial Relations Practitioner
MSL	Mean Sea Level
Native	Original electronic file format of documentation
OD	Outer diameter
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager

PIRMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PM	<i>Project Manager</i>
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
SAMSA	South African Maritime Safety Authority
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SOP CEM	Transnet Standard Operating Procedure for Construction Environmental Management 009-TCC-CLO-SUS-11386 Rev 1.0
SSRC	Site Safety Review Committee
TER	Transnet Environmental Resource
TNPA	Transnet National Ports Authority
UCS	Unconfined Compressive Strength

The following definitions apply in this *Works* Information:

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

Chart Datum: Tidal Datum, abbreviated as CD. This level will be taken 1.015 m below Mean Sea level.

Dredging: Excavation of all types of material within the marine environment, above or below water level, regardless of the type of equipment or methods employed.

2. Engineering and the *Contractor's* design

2.1 Employer's design

2.1.1 The *Employer* designs the parts of the *Works* that are not designed by the *Contractor*. The parts of the *Works* that are not fully designed prior to the *starting date* are:

- North and South Breakwaters concrete armour unit placement coordinates – the *Employer* requires an in-survey provided by *Contractor* to finalize the placement design. The *Project Manager* will instruct the South Breakwater armour unit placement coordinates after the design is finalized. Prior to the instruction the *Contractor* assumes that the numbers and placement positions shown on the drawings are correct but does not start placement prior to receiving the placement coordinates.
- South Breakwater new concrete cap reinforcement details – the *Employer* will finalize the design after the *starting date*. The *Project Manager* will instruct the *Contractor* with regards to reinforcement details. Prior to the instruction the *Contractor* assumes that 50 kg of high-tensile reinforcement will be fixed per cubic meter of the new concrete cap and that reinforcement diameters will range between 32 mm and 16 mm.

2.1.2 The *Employer's* design for the *works* is detailed in the:

- Technical Specifications (see section 4 and Annexures)
- Drawings (see section 5 and Annexures)

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

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

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

- All temporary works.
- The concrete mix designs.
- Does a design check of crane loads for the new cap. If different from those used for the present design, proceed with a new cap design.
- The temporary navigation light plinth on the breakwater roundheads, for use during the demolition of the existing capping.

- All plinths required for the crane outriggers on the north breakwater.

2.2.2 The *Contractor* designs the concrete mixes in accordance with the requirements stated in the Works Information.

2.2.3 The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *Works*:

The *Contractor* shall take full responsibility for all the *Works* stated under 2.1 *Employer's* design i.e all temporary *Works* shall be designed by, and remain the responsibility of, the *Contractor*. The *Contractor* shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the Project Manager and the *Employer* against any claims and actions that may arise out of the temporary *Works*. The *Contractor* shall be responsible for full compliance with all the relevant codes of practice, safety, professional procedures, checking, site approval and requirements of the construction regulations with regards to temporary *Works*. Temporary *Works* are all *Works* other than the permanent *Works* as indicated on the drawings.

2.2.4 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *Works* rests with the *Contractor*.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 The *Contractor* shall address the following procedures:

The *Contractor's* documentation shall be issued to the Project Manager under cover of the *Contractor's* Transmittal Note indicating all *Contractor's* Contract references (i.e., Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the *Contractor*.

All contract correspondence shall be issued through document control. All document submissions shall be electronic transmissions and shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format when required. The preferred platform for electronic transmission is Microsoft OneDrive/SharePoint. The TNPA document controller shall facilitate the setup of the filing structure and access levels on Microsoft SharePoint/OneDrive.

Acceptance of documentation by the Project Manager will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to Provide the *Works*. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the Squad Check Form, is scanned and the original document with comments shall be returned to the *Contractor*, for revision or re-submittal as instructed and to be included in the master copy data file where applicable.

The *Contractor* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt of the hardcopy to the document control office to the time of dispatch. The *Contractor* does not proceed with the relevant work until the Project Manager has accepted his design.

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

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within the time frames discussed with the Project Manager.

In undertaking the *Works* all drawing requirements for the *Works* shall be dealt with accordance with document Engineering Drawing Standards Rev 00 (AMP 010) Annexure A5 It shall be facilitated by Document Control.

- 2.3.2 The *Contractor* undertakes design safety reviews in accordance with the Project Health & Safety Specifications with *Project Manager* and/or other *Employer* nominated representatives.

2.3.3 Documentation Submission

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 A6 (Refer DOC-STD-0001).

2.4 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 A6 (Refer DOC-STD-0001).

2.5 Other requirements of the *Contractor's* design

The *Contractor's* design complies with the following:

All Statutes, Standards, Specifications, Policies, Conventions, Requirements as referenced in Section 4 of this document and all Statutes, Standards, Specifications, Policies, Conventions, Requirements as referenced in any Annexures thereto.

2.6 Use of *Contractor's* design

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

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *Works* as follows:

- Not Applicable

2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- Not applicable

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

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

- Storm protection (if used);
- Concrete formwork;
- Temporary modifications to the breakwaters in order to provide the Works;
- Construction lighting; and
- Crane lifting and rigging studies.
- Lifting devices for antifers
- Weighbridge at the rock stockpile area
- Submersible dredge pump and pipeline rigging for rough wave climate. Methods for removing submersible dredge pump in case of snagging.
- The jetty for the employer's boat

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

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

Concrete formwork is all temporary or permanent moulds for retaining concrete until it has hardened sufficiently to withstand loading imposed on it without support. The *Contractor's* designs demonstrate that the moulds can withstand the forces applied to it during concrete placement.

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

Construction lighting is any temporary lighting required on, or near the breakwaters to Provide the *Works*. The *Contractor's* construction lighting must not hinder the safety of vessel navigation into and out of the port.

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

2.8 Equipment required to be included in the *Works*

- 2.8.1 Any shuttering that is left in-situ as required by the design of the *Works* and necessary for the provision of the *Works*

2.9 As-built drawings, operating manuals and maintenance schedules

- 2.9.1 The *Contractor* provides the following:

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

- Drone surveys;
- Hydrographic surveys;
- As-built drawings;
- Underwater videos; and
- As-built photographic records.

- 2.9.2 As-Built/Final Documentation

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 A6 (Refer DOC-STD-0001).

- 2.9.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure A6 (Refer DOC-STD-0001) and the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure A6 (Refer to 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:

- The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractors' Employees* for access/egress of personnel, plant, material and equipment within the Site boundaries.
- Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility". The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity document (ID) so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

- The *Contractor* and his Employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The *Contractor* must ensure that Employees observe the security rules of the Employer at all times and must not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor* and his Employees must not enter any area of the premises that is not directly associated with their work.
- The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.
- The *Contractor* shall attend all necessary Safety Inductions and ensure that all personnel engaged in the provision of the *Works* are inducted as directed by the *Project Manager*, *NEC Supervisor* and *Safety Officer*.

- The *Contractor* and all personnel engaged in the provision of the *Works* shall attend all Safety Inductions as required by the TNPA Control Officer as directed through the *Project Manager*
- The *Contractor* and all personnel engaged in the provision of the *Works* shall attend all Safety Inductions as required by TNPA as directed by the *Project Manager*.
- The *Contractor* shall obtain access permits from the TNPA Permit Office, and the Safety Officer before accessing the site.
- The *Contractor* shall obtain the relevant work permits from the TNPA control officer, the TNPA Fire Chief and the Safety Officer before performing any work requiring such permits.
- All costs associated with the Safety Inductions, Access Permits and Work Permits shall be borne by the *Contractor*.
- The *Contractor* shall ensure that all relevant safety inductions and access permits are obtained well before the Site Access Date as reflected in the Contract Data.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

Access to the Site will be given to the *Contractor* when he complies with all contractual requirements.

- The *Contractor* does not have uncontrolled or free access into the Port of Richards Bay. The *Employer* and Others enforce access requirements in the form of security controls and permitting for *Contractor's* People and Equipment. The procedures that must be complied with for gaining access are stipulated in Annexure A1.
- The northern breakwater portion of the Site is accessible via public roads and public walkways and does not require access through the port security. However, *the Contractor* must comply with the *Employers* requirements for gaining access to the port as stipulates in Annexure A1.
- *Contractor's* People and Equipment that comply with the access requirements are allowed access to and from the Site during normal working hours.
- Access to and from the Site outside of these working hours is only permitted by prior arrangement with the Project Manager. Reasons for not permitting the *Contractor* to work outside of normal working hours are:
 - Noise or light pollution affecting residential areas,
 - Any activities that hinder navigation of vessels (e.g. construction lighting affecting vessels),

- Insufficient lead time, which could result in the Supervisor or his delegate missing critical tests or inspections,
- The following activities must not be carried out after 6pm or on Sundays:
 - The use of air tools or hydraulic breakers;
- When Providing the *Works*, the *Contractor's* activities must not impede shipping.
- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times this includes providing flagmen, protective barriers, signage, etc for protection, direction and control of traffic.
- The *Contractor* does not have sole use of the roads on the Site and Working Areas. The roads are used by the *Employer* and Others during construction.
- The *Contractor*, when devising his methods and considering the risks, ensures that no roads used by the public or for port operations are closed to traffic as a result of the *Contractor's* operations.
- Where these roads are potentially affected, the *Contractor* submits a Construction Traffic Management Plan to the *Project Manager* for acceptance. The Construction Traffic Management Plan states how the *Contractor* will deal with traffic during construction to minimize the impact on traffic and details the mitigation measures that will be implemented to manage the traffic. Reasons for not accepting the Construction Traffic Management Plan are:
 - The *Contractor's* plan is not practicable;
 - The level of detail provided is insufficient to assess the traffic risks and planned mitigation measures; and
 - The plan does not comply with the requirements stated in this *Works* Information.
- The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area
- All *Contractor's* staff and labour working on the site complies with operational safety requirements and are equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

- Access to the works for *Contractor's* personnel must be through the Port entrances. Movement of construction vehicles must be managed to ensure that

other users are not delayed through the operational area. Construction activities must be barricaded to allow safe use of the road areas at all times. No additional payment must be made and it must be deemed to be included in the rates of the relevant items.

- The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

3.1.5 People restrictions on Site; hours of work, conduct and records:

- The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* prior to commencement of the proposed working hours.
- The *Contractor* complies with a ten (10) hour a day, six (6) day a week standard work day/week for all activities to be undertaken by his people (including Sub-*Contractors*) employed on site Work times (i.e. start and end times within a standard work day) shall be as mutually agreed with the Project Manager.
- In the event that the *Contractor* requests to work overtime to make up for time lost due to his own delays, the Contractor will be liable for the supervision cost required from the *Employer's* team during the *Works*.
- The *Contractor* keeps daily records of his people, Plant and equipment engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- Application of overtime must be submitted to the *Project Manager* for approval at least two (2) weeks prior to any overtime activities.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Sub-*Contractors*) employed on the Site:

- The *Contractor* specifies normal working hours per day, which shall not exceed 10 hours per day, and 6 working days per week.

3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.8 Health and safety facilities on Site

- At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014). The *Contractor* is referred to the Project Health and Safety Specifications (Annexure A1)
- The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- In the event of fire on work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), or areas where smoking is prohibited by way of applicable safety signage, it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards and relevant regulations The use of electrically powered equipment must be subject to the prior approval of TNPA.
- All Occupational Health and Safety Act and applicable Regulations pertaining to the work being carried out must be adhered to. The *Contractor's* Employees must at all times be supervised by a Competent Supervisor appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The Project Manager reserves the right to judge the competence of the appointed Supervisor for the task being performed before and during the progress of the work.

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

The *Contractor* is referred to the Environmental standard specifications and Construction environmental management plan: TRN-IMS-GRP-GDL-014.4 Rev 3 (Annexure A2) and 009-TCC-CLO-SUS-11386 Rev 1 (Annexure A2).

3.1.10 The *Contractor* complies with the CESSG, SOP CEM and PES in the construction of the *Works*, all as described under Section 6.4 of C3.1 *Employer's Works* Information.

3.1.11 Title to Materials from demolition and excavation

The *Contractor* has no title to any materials arising from excavation 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

3.1.12 Cooperating with and obtaining acceptance of others

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 *Employer's* Consultants (including the agents of the Consultant) who operate on Site during the entire duration of the Contract period.
- The *Contractor* performs the works and co-operates with Harbour Master and agents of the TNPA who operate 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 fullest collaboration between the *Contractor*, Harbour Master, the *Supervisor* and other parties is essential with regard to the working of the Port. The commercial activities shall take priority over the construction activities. The *Contractor* shall ensure that all equipment such as anchors, floating plant, marker buoys, etc. remains inside the allocated water construction area. The *Contractor* shall remove any such equipment outside his allocated water construction site that obstructs commercial shipping operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.

In general the *Contractor's* water construction area at Breakwater will be the area in the immediate vicinity of the breakwater behind the existing basin buoys as depicted in drawing No. 4126515-1-001-S-GA-0001-01 – General Layout

The *Contractor* will only have sole possession of the designated site as shown in drawing No. 4126515-1-001-S-GA-0001-01 – General Layout for use as precast and material laydown area. Access to the site will traverse through access road from precast area. The *Contractor* shall co-operate with other common users of this portion of access.

The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.

The success of the project depends on the effective co-operation of all parties on site, and if necessary, it may be required to discuss the programme on a day-to-day basis with the Supervisor to ensure effective co-operation.

3.1.13 Publicity and progress photographs

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

3.1.14 The *Contractor* provides a notice board showing the *Employers* Details, The *Employers* Agent's Details and the *Contractor's* Details at both breakwater sites.

3.1.15 The *Contractor* provides progress photographs at monthly intervals in digital format as part of the *Contractor's* monthly programme narrative report.

3.1.16 *Contractor's* Equipment

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

- 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.
- The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:
 - Equipment used by the *Contractor* to provide the *Works* shall be assembled and disassembled within the *Contractor's* work area and site boundaries or lay-down areas as authorised by the Project Manager.
 - The *Contractor* is required to remove all equipment that is not part of the *Works* from site after completion of the *Works* and before de-establishment of the site.
 - All and any equipment used by the *Contractor* for the provision of the *Works* shall comply to the *Employer's* SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the *Project Manager* in liaison with the *Employer's* Engineers or the *Employers* Consultants.

3.1.17 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 arriving on Site shall be inspected by a Competent Person from the *Contractor* prior to arrival on Site who shall certify that the Equipment is in a satisfactory condition. In particular, all hoses, pumps, connections and other items associated with any fluid (oil, hydraulic fluid etc.) shall be inspected and any items in a poor condition shall be replaced with new items. This is to prevent uncontrolled fluid loss due to failure of hoses or clamps. Inspection sheets for all equipment to be maintained in an Equipment Inspection File.

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

3.1.19 Equipment provided by the *Employer*

- No Equipment will be provided by the *Employer*.

3.1.20 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

Not applicable

3.1.21 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

Not applicable

- The *Contractor* shall provide everything else

3.1.22 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*.

3.1.23 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 submission includes a dimensioned drawing showing the layout of fences, offices, *Workshops*, ablution facilities, stores, stacking areas, fuel storage, waste management, lighting details and the like. Reasons for not accepting the layouts are:
 - The proposed layouts are not practicable;
 - The proposed layouts impede port operations;
 - The proposed layouts do not comply with the requirements stated in this *Works Information*;
- The *Contractor* installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The *Contractor* provides the Project Manager details of his monthly consumption of potable water and power.
- The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the Contractor's account.
- The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his

Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.

- The Construction Manager (or his nominated representative) conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the *Contractor* rectifies all defaults.
- The *Contractor* provides, at his cost, 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* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- The *Contractor* ensures that operational staff are given unlimited access to all fenced and cordoned off 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, 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 with exception for dumping of concrete, broken dolosse, rock not suitable for re-use at South Breakwater toe.
- Demolition of all temporary structures, surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.

- 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*. The *Contractor* shall provide a Certificate of Compliance for any electrical connections to their laydown area.

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

The *Contractor* provides, services and maintains 4 furnished offices, one boardroom, one kitchen and latrine facilities on the Site for the *Employer's* exclusive use. These temporary facilities must be provided for the duration of the *Works* and be removed on Completion. Each office and the kitchen consists of a floor area of at least 9 m² each and a ceiling height of at least 2.4 m. The boardroom consists of one lockable room that seats 15 people around a boardroom table and a ceiling height of at least 2.4 m. The offices, kitchen, boardroom and latrine must each be lockable.

The *Contractor* provides telephone and internet facilities for the offices and boardroom for use by the *Employer* to carry out their duties on Site.

Each room must be well ventilated and have at least two opening windows with blinds on each window. Each room must be air conditioned. Each room must be fitted with at least one electrical plug socket.

The internal furnishings of each office contain the following items:

- One desk with a top of at least 1.5 m long by 0.9 m wide
- Two office chairs
- One lockable upright steel cabinet

- Suitable lighting
- Air conditioning

The internal furnishings of the boardroom contain the following items:

- Fifteen office chairs
- One boardroom table to seat 15 people
- One large screen display or projector (both high definition)
- Conference call facilities with dedicated telephone line or VOIP connection
- One wall mounted whiteboard
- Suitable lighting

The internal furnishings of the kitchen contain the following items:

- One washbasin
- One kitchen cabinet with a top surface of at least 1.5 m long by 0.9 m wide containing at least one drawer and shelving for storage
- Three office chairs
- One fridge
- One microwave oven
- Suitable lighting
- Air conditioning

The *Contractor* provides a toilet and washbasin, including all consumables (toilet paper, soap, paper towels, etc.), for the exclusive use of the *Employer* and his staff and/or visitors. The *Contractor* ensures that the areas surrounding these buildings are well draining to prevent standing water. The *Contractor* maintains the buildings, areas surrounding the buildings and their furnishings for the duration of construction and keeps the rooms clean on a daily basis.

The *Contractor* provides water and electricity to the buildings and deals with the safe removal of sewage and grey water.

The *Contractor* must provide a vessel capable of transporting 6 personnel between the north and south breakwaters, and a temporary jetty for accessing the vessel at the south breakwater.

The *Contractor* must provide a temporary weighbridge for the sole purpose of measuring the tonnages of free issue amour and filter rocks from the stockpile site.

3.1.25 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, temporary jetty, weighbridge, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.26 Unless expressly stated as a responsibility of the *Employer* as stated under Section 3 of C3.1 *Employer's Works Information*, 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*.

3.1.27 Existing premises, inspection of adjoining properties and checking work of Others

- The *Contractor* will be held responsible for any damage to the existing structures and surfacing caused by the *Contractor* during the execution of this contract; fair wear and tear excluded, and shall repair it to the satisfaction of the Supervisor on conclusion of the *Works*.
- For this purpose, a joint inspection with the Supervisor will be carried out prior to occupation of the site(s) and any existing damage noted.
- The *Contractor* is required to forward a photographic report following the inspection to the Project Manager for record purposes.

3.1.28 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* inspects and surveys the work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates.

The *Contractor* inspects and surveys the following buildings / premises / facilities adjacent to the Site in accordance with punch-lists, co-ordination and / or liaison with adjacent landowners and agents of the *Employer* and in conjunction with the *Project Manager*:

- North Breakwater
 - Beach parking area
 - North Coast Radio Building
 - Life guards buildings
- South Breakwater
 - Zululand Fishing Club house

3.1.29 Excavations and associated water control

- Not Applicable

3.1.30 Underground services, other existing services, cable and pipe trenches and covers

- Where the *Contractor* encounters existing underground services or existing service cables, the *Contractor* undertakes the following:
 - The *Contractor* is required to liaise with, the Project Manager, the NEC Supervisor and the *Employer's* Engineers, and establish as accurately as possible the location of the various existing services situated within the *Works* area and record all such information on a suitable "marked-up" drawing for reference at all times.
 - In addition to the above, the *Contractor* shall consult the *Project Manager*, the NEC *Supervisor* and the *Employer's* Engineers, prior to undertaking any excavation work.
 - Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* is to notify the Project Manager, the Supervisor and the *Employers* Engineers.
 - Where the encountered services are causing a delay in the provision of the *Works*, the Contractor shall approach the Project Manager, the Supervisor and the *Employer's* Engineers for a decision by submitting a Field Engineering Query (FEQ).
 - The Contractor shall then provide the solution described in the answered FEQ.
 - The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation *Works* and any *Works* as may be directed by the Project Manager to avoid damage or disruption to existing services.

- The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches.
- A group of cables intersecting or adjoining a trench will be regarded as one service.
- The existing services shall be protected when excavating.
- The costs of protecting these services shall be included in the rates for excavation and compaction.
- All existing services shall be treated as in service and "live". All necessary Safety Instructions of the *Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.
- In the case of electrical services the *Contractor* shall trace, locate and identify all cables within the service and record the information.
- The *Contractor* shall also comply with all of the relevant *Employers* Specifications in Section 4 below and any annexed thereto in the reinstatement of the services

3.1.31 Control of noise, dust, water and waste

The *Contractor* shall comply with environmental and safety guidelines as stipulated in Section 5.4 of this Works information and Annexure A2.

3.1.32 The *Contractor* complies with the following:

- Before moving Equipment onto the Site and Working Areas and commencing the *Works*, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise and vibration for acceptance by the Project Manager.
- The *Contractor* shall also comply with the requirements of 6.4 of Section C3.1 *Employer's Works* Information

3.1.33 Sequences of construction or installation

The envisaged sequence of the construction works is described in Annexure B1: Coastal Structures Particular Technical Specifications

3.1.34 The *Contractor* complies with the following:

The *Contractor's* methods must not obscure the visibility of the navigation lights for safe vessel navigation in and out of the port.

While carrying out the Southern Breakwater *Works*, the *Contractor* must carry out the following sequence:

- Before the start of demolition *Works*, and before any Equipment affects the visibility of the existing navigation light, the *Contractor* first moves the navigation light to a first temporary position on the breakwater head as shown on the drawings.
- Before moving the repair works crane on the newly constructed concrete cap, the *Contractor* moves the navigation light to a temporary position on the existing concrete cap as shown on the drawings.
- After demobilising the repair works crane from the south breakwater, *Contractor* moves the navigation light to the final and permanent position on the newly constructed concrete cap as shown on the drawings.

The *Contractor* ensures that the time between switching off the light before moving until the time the light is fully operational does not exceed 12 hours (i.e. only permissible during daylight hours starting 06h00 to 18h00).

For the duration that the *Contractor* has a repair works crane located on the south breakwater cap, the crane remains well-lit with the intention of being clearly visible to vessels navigating the port.

3.1.35 Giving notice of work to be covered up

- For all dredging works at the toe of the south breakwater, the contractor shall notify the *Supervisor* as soon as possible once hydrographic surveys have been completed to verify the dredge levels. The subsequent placement of the Antifer units is time-sensitive to avoid sediment re-filling the dredged trench.
- The *Contractor* shall not cover the *Works* without the authorization of the *Supervisor*.
- The *Contractor* shall make the *Project Manager* and *Supervisor* aware of any tests and inspections required by the *Employers* Quality Management Procedures and/or the *Employers* Engineers.

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

- Placement of the 20-100kg filter bedding rock (or sections thereof)
- Placement of the 1-5 tonne underlayer rock (or sections thereof)

3.1.37 Hook ups to existing *Works*

- The Contractor is referred to Item 4 of C3.1 *Employers Works* Information for details on the hook ups to existing *Works*. The Contractor is to take due cognisance of the requirements of the Lighthouse services, and the fact that the part of the *Works* is to be provided in existing lighthouse that are operational and “live”.

3.1.38 The Contractor complies with the following constraints in the execution of the *Works*:

It is important to the *Employer* that the entrance to the Port of Richard’s Bay remains open and navigable to port users. In order to mitigate the risk to navigation that may be caused by the Contractor’s Equipment being displaced and blocking the entrance channel as a result of a severe storm, the *Employer* retains the right to require the Contractor to relocate his Equipment to a more secure location.

The Contractor must take its own precautions to mitigate damage to the *Works*, Plant, Material and Equipment and ensure that the risk of equipment being washed off the breakwater during storms is negligible. Apart from the Contractor’s own damage in such an event, any risk to compromising navigation into the port is unacceptable.

3.1.39 Diving Regulations

The Contractor shall comply with the diving regulations as set out in the Occupational Health and Safety Act, Act 85 (1993) or the latest revisions thereof, and shall make due allowance in his Tender Prices therefore.

3.1.40 Diving Operations

A diving permit shall be obtained from the Harbour Master who shall be given adequate notice of times when diving operations are to be commenced in order that shipping may be warned. Such permit shall be presented to the Harbour Master for cancellation on completion of diving. Whilst National Ports Authority’s pilot and the master of any ship in the vicinity will be warned of such diving operations, this will not absolve the Contractor from ensuring the safety of his divers at all times.

3.1.41 Safety of Diving Operations

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

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

3.1.42 Checking of Underwater Work

National Ports Authority will make use of its own or independent divers for checking underwater work when deemed necessary. The *Contractor* shall render every assistance in this regard through the provision of boat to access the dive zone and shall allow therefore in the pricing of the Works.

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.

- Completion of the Southern Breakwater section is when all *Works* related to Southern Breakwater has been done, except for:
 - The removal and making good of precast yards or site offices relating to the Southern Breakwater *Works*; and
 - The *Project Manager's* acceptance of the data pack submission for the Southern Breakwater *Works*.
- Completion of the Northern Breakwater section is when all *Works* related to Northern Breakwater has been done, except for:
 - The removal and making good of precast yards or site offices relating to the Northern Breakwater *Works*; and
 - The *Project Manager's* acceptance of the data pack submission for the Northern Breakwater *Works*.

3.2.2 Use of the works before Completion has been certified

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

3.2.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the Employer.

3.2.4 Access given by the *Employer* for correction of Defects

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

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

Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 *Employer's* Works Information at the starting date / access date stated under Contract Data - Part One, or as the works are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions stated here at paragraph 3.2.4 of C3.1 *Employer's* Works Information.

Completion is when everything except the following has been done:

- Removal of site facilities.

3.2.6 Materials facilities and samples for tests and inspections

Details of the required tests and inspections are specified or referenced in this *Works* Information. The *Contractor* is reminded of the requirements of clause 40.3, regarding the notification of each test and inspection.

The *Contractor* carries out an inspection of the Site before establishing his equipment and submits a pre-construction site condition report with supporting photographic records. The purpose of the inspection is to accurately record the condition of the Site at the access date, including all existing infrastructure on the Site. The report is submitted to the Supervisor for acceptance within 3 weeks of the access date.

After completing the *Works*, the *Contractor* repairs all infrastructure on the Site that has deteriorated or been damaged as a result of Providing the *Works*. The *Contractor* must return the Site to the *Employer* in the same condition, or better than received. The *Contractor* carries out a post-construction site condition inspection at Completion and prepares a report. The report is submitted to the Supervisor for acceptance within 2 weeks of Completion.

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

- 3.2.7 The *Employer* provides the *Contractor* with the following facilities to be made available for the *Supervisor* to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works* Information] as ECC Clause 40.2:

Not Applicable

- 3.2.8 Commissioning

Not Applicable

- 3.2.9 The *Contractor* provides the following commissioning activities to bring the *Works* in use in liaison with the *Employer*:

Not Applicable

- 3.2.10 Start-up procedures required to put the *Works* into operation

Not Applicable

- 3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *Works* into operation:

- Removal of the existing Navigation lights
- Installation of the temporary Navigation lights prior to the demolishing of the caps.
- Reinstatement of the Navigation light at its permanent position

- 3.2.12 Take over procedures

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

Supply Plant, equipment and manpower to install the navigation lights

- 3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works* Information is presented to the *Project Manager* before Completion.

- 3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Civil, Structural, Electrical, General Layout as appropriate] status of the completed *Works* (to include Plant within the *Works*) to present to the *Employer*.

4. Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1. The *Contractor* carries out the following investigations cable detections, proof trenching at the Site to verify the provided as built information by the *Employer* with existing condition on site.

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

The *Employer* provides the following information and survey controls for the *Contractor*:

- Survey control points for the setting out of the *Works*. The *Contractor* will be responsible for the setting out of the *Works*.
- For the purposes of this contract the datum level shall be Chart Datum (CD) (Port), which is 1,015m below Mean Sea Level (MSL).
- The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and presents this to the *Project Manager* for acceptance.

- In-surveys

Before commencing the repair works on the breakwaters, the contractor carries out both hydrographic and drone surveys of the existing breakwaters in the areas to be repaired. This survey is carried out in collaboration with the Supervisor and submitted to the *Project Manager* for acceptance. At the North Breakwater, placement of the 20t dolos units may commence after acceptance of the in-survey by the *Project Manager*. At the South Breakwater, placement of the rock underlayer may commence after acceptance of the in-survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for calculating material volumes. All surveys are undertaken in accordance with Annexure C3- Hydrographic surveys specifications and Annexure C2 – Drone Survey specifications

- Out-surveys

On completion of all concrete armour unit placement, the Contractor shall carry out an out-survey of the construction area. This survey shall be carried out in collaboration with the *Supervisor*. Both parties shall agree on the final levels. A copy of the final agreed out-survey shall be furnished to the *Project Manager* for record purposes and it will be used for calculating material volumes. The final levels shall be recorded on a drawing. The results of this survey shall be made

available to the Supervisor for acceptance. All surveys are undertaken in accordance with Annexure C3- Hydrographic surveys specifications and Annexure C2 – Drone Survey specifications.

4.2 General Specifications

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

- 1) Annexure A1: Project Health & Safety Specifications
- 2) Annexure A2 Construction Environmental Management Plan
- 3) Annexure A3 General Quality Requirements for Suppliers and *Contractors*
- 4) Annexure A4 Baseline Risk Assessment
- 5) Annexure A5 Engineering Drawing Standards Rev 00 (AMP 010)
- 6) Annexure A6 *Contractor* Document Submittal Requirements' Standard

4.3 Standardised Specifications

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

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

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

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

The list of Standardised Specifications is:

SANS 201	Sieve analysis, fines content and dust content of aggregates

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

4.4 Particular Specifications

The following Particular Specifications apply:

- 1) Annexure B1: Coastal Structures Particular Technical Specifications
- 2) Annexure B2: Concrete *Works* Particular Technical Specifications
- 3) Annexure B3: Dredging Particular Technical Specifications

4.5 Generic Specifications

The following Generic Specifications apply:

- 1) Annexure C1: Breakwater Armour Units Generic Technical Specifications
- 2) Annexure C2: Drone Surveys Generic Technical Specifications
- 3) Annexure C3: Hydrographic Surveys Generic Technical Specifications
- 4) Annexure C4: Rock Generic Technical Specifications

4.6 Civil Engineering and Structural *Works*

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

4.1.6. 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.

4.1.7. 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.

4.1.8. Within SANS 1200, 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 its entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

4.1.9. Within SANS 1200: 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);

4.1.10. Within SANS 1200: 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.

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

4.1.12. 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.

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

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

4.1.14. 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.

4.1.15. 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.

4.1.16. 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".

4.1.17. 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*.

4.1.18. Within SANS 1200: TESTING, the following applies:

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

4.1.19. 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.

5. Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract and to be read in conjunction with the *Works* Information.

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

Drawing number	Revision	Title
4126515-1-001-S-GA-0001-01		General Arrangement
4126515-1-001-S-SE-0001-01		South Breakwater Round head Plan and Sections
4126515-1-001-S-DE-0001-01		South Breakwater Demolition of Capping
4126515-1-001-S-SE-0002-01		South Breakwater New Crane Base Plan and Sections
4126515-1-001-S-DE-0006-01		South Breakwater Cap and plinth reinforcement Sheet 1
4126515-1-001-S-DE-0006-02		South Breakwater Cap and plinth reinforcement Sheet 2
4126515-1-001-S-DE-0006-03		South Breakwater Cap and plinth reinforcement Sheet 3
4126515-1-001-S-DE-0006-04		South Breakwater Cap and plinth reinforcement Sheet 4
4126515-1-001-S-GA-0002-01		North Breakwater General Layout
4126515-1-001-S-SE-0003-01		North Breakwater Sections Ch320 and Ch450
4126515-1-001-S-SE-0004-01		North Breakwater Sections Ch530 and Ch550
4126515-1-001-S-DE-0002-01		North Breakwater Temporary Navigation Light Plinth
4126515-1-001-S-DE-0003-01		30t Dolos Unit
4126515-1-001-S-DE-0004-01		20t Dolos Unit
4126515-1-001-S-DE-0005-01		65t Antifer Unit

SECTION 2

6. Management and start up

6.1 Management meetings

6.1.1. The meetings will be designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

6.1.2. The *Contractor* shall attend management meetings at the *Project Manager's* request. It is envisaged that at least one monthly contract management meeting, plus weekly site meetings will be held. The *Contractor* will also be required to attend a safety meeting once a month. The Contractor will also attend a kick-off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including quality plans, schedules, (including progress) sub-Contractor management, and health, environmental and safety issues at such meetings.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Tuesdays at 10:00.	<i>Project Managers</i> Site office or as advised	<i>Project Manager (and appropriate delegates as instructed by the Project Manager), Supervisor and Contractor's CM (and appropriate key persons as instructed by the CM).</i>

Overall contract progress and feedback	Monthly on the fourth Thursday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	<i>Employer, Project Manager</i> (and appropriate delegates as instructed by the <i>Project Manager</i>), <i>Supervisor, ProjEm, CSHEC and Contractor, CM, (and appropriate key persons as instructed by the CM).</i>
SHE meetings	Twice monthly on the first and third Wednesday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	CSHEO, CM, <i>Project Manager</i> , SHEC and ProjEM,
Safety and Environmental Review Meetings	Twice monthly on the second and fourth Wednesday of each month commencing at 9:00, unless amended	<i>Project Managers</i> Site office or as advised	CM, <i>Project Manager</i> , <i>Supervisor and PSSM</i>
Technical Meetings	Within seven days of the starting date, commencing at 9:00.	<i>Project Managers</i> office or as advised	CM, <i>Project Manager</i> , <i>Supervisor and PSSM</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

6.2.1 General

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.

The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001, will be issued at the kick-off meeting following award.

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

All contract correspondence is issued through document control. All submissions are required must be issued electronically (i.e. Documentation for review & approval, letters, early warnings), in PDF and native format where necessary.

The *Contractor* shall apply electronic signatures to the documentation before formal submission to the *Project Manager*.

Electronic files submitted to the *Project Manager* shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Contractor* shall maintain electronic format of ALL project documentation for the duration of the contract.

All documentation and data submitted electronically, and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Contractor* for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

The *Contractor* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (*The Contractor* shall ensure that a dedicated Document Controller is available for the Project)

6.2.2 Procedure for Submission and Acceptance of *Contractor's* Documentation

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver electronic media copies (USB) and hard copies where applicable to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

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

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Works*. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the Squad Check Form, shall be returned to the *Contractor* under cover of the project's Transmittal note. Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

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

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

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

In undertaking the *Works* all drawing requirements for the *Works* shall be dealt with in accordance with document AMP-010.

6.2.3 As-Built Drawings, Operating Manuals and Data Packs

Where necessary, the *Contractor* provides the following:

- Red Line Drawings

All as-built red line drawings must be signed off by the *Contractor's* responsible person before issue to *Project Manager* for acceptance.

- Installation, Maintenance and Operating Manuals and Data Books

The *Contractor* provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The manuals are well indexed and user friendly and must include a summarized Table of Contents.

The index for data packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Contractor* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals and data books.

The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers and reference numbers of all Sub-*Contractors* is provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.

All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

- Project Name
- Manual Title, e.g., Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- *Contractor* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

The *Contractor* must comply with the requirements of the Transnet National Ports Authority TNPA Health & Safety specification and OHS Act of 85, 1993 and its applicable Regulations.

The *Contractor* shall be responsible for complying with all the requirements of the TNPA Health and Safety Specifications and will bear the associated costs for obtaining access permits, working at heights and hot work permits.

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees, persons at or in the vicinity of the Site, the *Works*, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements

of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property, protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.

Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TNPA, its *Contractors*, employees, agents and invitees, or any Government Body.

Costs for the above are borne by the *Contractor*.

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

The *Contractor* must comply and is responsible for ensuring that all its Sub-*Contractors* comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

6.3.3 The *Contractor* performs the *Works* having due regard to the HSSP.

6.3.4 The HSSP is:

The *Contractor* must prepare, implement, maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be

carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

- A copy of the *Contractor's* Health and Safety Policy; in terms of the OHS Act section 7.
- Procedures concerning Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments.
- Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel.
- Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement.
- Details concerning Resources, Accountabilities and Responsibilities – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders.
- Details concerning Competence, Training and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training.
- Communication, Participation and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards.
- Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents.
- Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working

at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.

- Emergency Preparedness and Response procedures.
- Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented.
- Sub-*Contractor* Alignment procedures – a process must be in place for the assessment of sub-*Contractors* and suppliers regarding health and safety requirements and performance (before any contract or purchase order is awarded).
- Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g., noise, dust, etc.) in order to determine the effectiveness of control measures.
- Incident Reporting and Investigation procedures describing the protocols to be followed regarding incident reporting, recording, investigation and analysis.
- Non-conformance and Action Management procedures concerning the management of corrective actions.
- Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts. Site Supervision
- The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- The *Contractor* must nominate and appoint a responsible person on site to whom the Project Manager may refer in connection with the *Works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Section (2)).
- The *Contractor* must ensure that the performance of all specified *Works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and must be registered with SACPCMP (The South African Council for Project and Construction Management Professions). as Pr. Construction Manager and CR 8 (2.)

Note: No work may commence and or continue without Supervisory Appointees present on site. The *Contractor's* Site Supervisor must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

- The *Contractor's* Site Supervisor must provide a list of names and contact telephone numbers of all *Contractors* and *Sub-Contractor's* contact persons on Site. This list is updated as a new *Contractor* or *Sub-Contractor* employee commences on Site.
- The *Contractor's* Site Supervisor must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the Supervisor.
- The *Contractor's* Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the Supervisor prior to 9.00 am on a daily basis.
- The Project Manager's Site Safety Representative is notified of any new starter with evidence of induction and site-specific induction prior to commencement of work.

6.3.5 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas

6.3.6 *Contractor's* Safety Manual

The *Contractor* must provide a hard copy of its safety manual, policies, and procedures to the Project Manager for acceptance prior to the commencement of any site work. The *Contractor* must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The Project Manager or the Project Manager's nominated Representative may from time-to-time request safety procedures applicable to the area of operations. The *Contractor* must forward to the Project Manager any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The Project Manager may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the *Contractor* by the Project Manager. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract.

The *Contractor* must give prompt written notice to the Project Manager of any objection to the requested supplement, including the reasons for objection. The Project Manager's rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

6.3.7 Performance Measurement and Reporting

- Health and Safety Statistics

The *Contractor* and each of its Sub-*Contractors* must complete and submit Health and Safety statistics to the Project Manager or the Project Manager's nominated representative, or as amended by the Project Manager, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the Project Manager's nominated representative.

- Safety Management Records

The *Contractor* must submit to the Project Manager for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to the Project Manager or the Project Manager's nominated Representative if requested.

- Field Technical/Safety Audit by the Project Manager

The Project Manager or the Project Manager's nominated Representative has the right to conduct audits/inspections of the Consultant, Professional Service Provider (PSP) and *Contractor* Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the *Contractor* must fully cooperate with the Project Manager or the Project Manager's nominated Representative during such audits/inspections. The Project Manager's rights under this clause does not, must not and will not relieve the Consultant, Professional Service Provider (PSP) and *Contractor* of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the *Contractor* procedures, drills, training or equipment, or non-conformities with the *Contractor* accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the

Contractor must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature, the *Contractor* must stop work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plans is submitted to the Project Manager for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the Project Manager or the Project Manager's nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

The Project Manager or the Project Manager's nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the *Contractor* Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 75% the *Contractor* must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the *Contractor*.

The *Contractor* must provide to the Project Manager or the Project Manager's nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

- Unsafe Act/Condition Auditing

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities. All such observations must be recorded and delivered to the TNPA Health and Safety Manager via TNPA Health and Safety Practitioner

6.3.8 The *Contractor* makes the SMP available to its employees and Sub-*Contractors* in the language of this contract and other local languages as required.

6.3.9 Involvement, Communication and Motivation

The *Contractor* and sub-*Contractor's* workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

6.3.10 Safety Meetings

The *Contractor* must implement and comply with OH&S Act, Section 19:

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the Project Manager or the Project Manager's nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are

made available to the Project Manager's Representative. In addition to Daily Safe Task Instructions, the *Contractor* must conduct at least weekly "tool box" meetings to discuss safety issues and procedures.

6.3.11 Pre Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes.

6.3.12 Safety Review Meetings

- The *Contractor* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the Project Manager or the Project Manager's nominated Representative.
- The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

6.3.13 Site Safety Review Committee

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.14 The *Contractor* participates in a HAZCON/ HAZOP review upon the instruction and direction of the Project Manager. The reviews may include, but not be limited to, studies to ensure that the Plant is built and operated as designed and that personal safety, employee health and environmental protection systems conform to the *Employer's* and legislative requirements.

6.3.15 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of TNPA Project Manager.

6.3.16 The lines of communication of the various personnel acting on behalf of the Project Manager who communicate directly with the Contractor and his key persons with respect to the SMP

6.3.17 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to the SMP and health and safety issues are as stated in the paragraphs following:

The following personnel act on behalf of the Project Manager and may communicate directly with the *Contractor* and his key persons with respect to the SMP:

- Construction Manager (CM)
- Project Site Safety Manager (PSSM)

6.3.18 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the Project Manager.

6.3.19 The CM specific tasks (in the context of the SMP) are:

Construction Manager

- The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the Project Manager.
- The CM specific tasks (in the context of the SMP) are:
- Implement the safety management system
- Monitor compliance to the established safety management system
- Ensure risk is at an acceptable level
- Ensure Consultant Construction Management Team are competent
- Provide for:
- Planning, organisation, leadership and control
- Particular technical competencies for critical work
- Supervision and control on each shift
- Regular monitoring and assessment
- Workplace inspections

6.3.20 The *Contractors* Safety Officer specific tasks are:

The *Contractor* must appoint a full-time Construction Health and Safety Officer (CHSO) for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions). If more than 100 employees are deployed on the project site(s) (directly or through sub-*Contractors*), at least two full-time Health and Safety Officers or one Construction Health and Safety Manager (CHSM) must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-*Contractors*) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

Each *Contractor* registered Health and Safety Officer with SACPCMP shall be responsible for:

Reviewing all applicable legal and project health and safety requirements and providing guidance to Contractor and sub-Contractor personnel (particularly the Contractor's Project Manager) to help ensure compliance at all times.

- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*.
- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented.
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the Contractor and ensuring that identified control measures are implemented.
- Conducting *Contractor* health and safety induction training for all Contractor and sub-Contractor personnel.
- Compiling and maintaining all health and safety related documents and records required of the Contractor.
- Communicating relevant health and safety information to Contractor and sub-Contractor personnel (e.g., incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed Supervisors, and attending at least one DSTI each day.
- Attending monthly *Contractor* and Site Health and Safety Meetings.
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures.
- Carrying out Planned Task Observations on an ad hoc basis.

- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities.
- Responding to workplace incidents (as appropriate).
- Participating in incident investigations.
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-*Contractors*), and compiling health and safety performance reports as required.
- Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-*Contractor* on a monthly basis to assess compliance with the project health and safety requirements.
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.). The *Contractor* must ensure that they have made adequate provision of safety officers as per the *Works* information *Works* packages i.e. Electrical MV and LV infrastructure Installation *Works*, Earthing and lightning protection, Construction of Multi-storey buildings or similar, Installation of automatic fire/smoke detection and suppression system and associated activities). Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:
 - A computer with access to all necessary systems, including access to e-mail and the internet.
 - A mobile telephone on contract or with adequate pre-paid airtime; and
 - A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
- A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training, and experience:
 - At least 5 years' experience as a Health and Safety Officer on marine/ civil construction projects.
 - SAMTRAC, NEBOSH or MSRM (Modern Sheq Risk Management course) an equivalent training course as a minimum qualification.
 - Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard.
 - Experience and appropriate training with regard to construction related hazard identification and risk management processes.

- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis.
- Health and safety auditing experience and training.
- A valid First Aid certificate of competency.
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).
- Registered as a Health and Safety Officer with SACPCMP depending on the size of the project and on the risk.
- Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated Project Management Representative for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

6.3.21 The PSPM specific tasks are:

-Project Site Safety Manager

- The PSSM is responsible for ensuring that the *Contractor* complies with the SMP.
- The PSSM acts on behalf of the *Project Manager*.
- The PSSM specific tasks (in the context of the SMP) are:
 - Define, in accordance with the HSSP, the:
 - Safety program (instructions, training, meetings, inspections, incentive)
 - Health and medical program
 - Checks that *Contractors* have issued their Health and Safety plans, PPSPS and procedures before the beginning of work
 - Organizes safety awareness campaigns
 - Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
 - Checks conformance of equipment to technical requirements and regulations.
 - Issues and address the site EHS activities reports
 - Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level
 - Promotes a proper and continuous housekeeping of Plant and temporary facilities in order to create the most suitable conditions for workers to work and to be encouraged to follow HSE requirements

- Conducts *Worksite* EHS walks with all *Contractors*, and directs appropriate corrective actions
- Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:
- Promoting personnel protection as an absolute requisite
- Investigating, identifying and neutralizing potential hazards
- Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations
- Thorough preparation of work critical phases
- Close contacts to local EHS authorities
- Continuous follow-up in order to correct immediately unsafe acts and situations
- In case of accident, he takes actions necessary to:
- Initiate quick interventions of the emergency means.
- Check that first aid and evacuation of injured persons are properly carried out.
- Obtain a clear accident report from the sub-*Contractor* concerned.
- Report immediately to the Construction Manager.
- Investigate to identify the root causes of all incident and near misses.

6.3.22 Commissioning Safety Study

The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed.

The elements to be considered include:

- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.
- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.

- Documentation relevant to any modifications has been created/updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- As Built drawings are available.
- A Commissioning Permit (to apply hazardous energy) is developed and implemented.

The *Project Manager* will ensure that after commissioning there is a formal documented handover to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

6.3.23 Working at Nights

A site specific health and safety management plan should be well documented and structured so that both *Employers* and employees can benefit from its use. The following are recommended components of a safety management plan for nighttime *Works*.

- Site personnel responsibility

It should be determined and stated clearly in the site specific health and safety management plan the responsibility of each individual at the construction site for night time *Works*. *Project Manager*, Engineers, Designers, Safety Officer and Site Supervisors as well as workers each have their specific responsibility to make sure the highest level of priority are given towards safety and health issues.

The *Contractor* must ensure adequate provision of safety officer personnel are present whenever working at night activities are taking place.

- Permission to work at night

The *Contractor* shall apply in writing for permission to work at night and should be obtained from the relevant authority in this case TNPA *Project Manager*, before construction *Works* at night is carried out. The *Contractors* should submit their application for work at night permit to TNPA Client representative and it is

advisable to follow all requirements enforced by the authority to executing night time construction *Works*.

- Housekeeping

Accidents can occur as a result of poor housekeeping. Hazards at construction site are the same for both day and night shift while the risks of injury are much higher during night *Works* because of the inherent poor illumination. It is essential that the workplace is kept clean and tidy to ensure safety and prevent accidents.

- Emergency Preparedness and Response (EPR)

Contractor should develop and implement the EPR that is specifically night time environment and submit for approval before work at night is carried out. A well-established EPR can help both *Contractors* and employees to prepare; response and recover should a disaster occurs.

- Public safety

When construction *Works* involves public area, it is important to make sure the safety of the public. The *Contractor* must consider the following when planning for night time work; identify the hazards for example construction vehicle movement or too much glare from lighting equipment and plan for vehicular movement to not interrupt peak hours and make sure adequate supervision is provided for such movement.

- *Contractor* must provide sufficient signage to warn the public and put barriers at a safe distance to keep the public away.
- Set up a safe walk ways where it is unavoidable to work near or in public vicinity.
- Arrange noisy equipment or machinery at farthest point from the public or adopt an engineering control to reduce the noise.
- When overhead crane is operating near the public, clear off the area and make sure adequate supervision is in place.
- Schedule for daily cleaning of the adjacent public road and filling up holes as well as uneven surfaces.

- Types of Risks and factors affecting night time work

In order to decide when to conduct night time work, factors (parameters) affecting night time work must be identified. The *Contractor* must ensure the following factors are identified:

- Risk
- Illumination
- Nuisances
- Productivity
- Cost
- Safety

The *Contractor* must ensure that they implement the following step in an effective risk management program as to identify possible risks. Specific concerns related to night time work zones include poor visibility and work quality, staffing issues, unwanted noise and glare, decreased worker and driver alertness, impaired drivers, higher vehicle speeds, increased labour costs, materials and traffic control, and problems in logistics and supervision. These risks are categorized broadly as safety, cost/production and schedule, quality, organizational relationships, technical, construction, economic, and environmental.

- Risk

Nighttime construction introduces numerous risks to a construction project. One clear set of examples is driver and worker fatigue and reduced visibility, which are factors that could increase safety risks. Other major factors contributing to the risks of nighttime work are human factors such as sleep, stress, work, social or domestic issues, and psychological characteristics, such as appetite and safety. Additional factors associated with the risks of nighttime construction work zones are reduced workspace for machinery and equipment movement, inadequate lighting, high speed of traffic during the night, and long working hours. Working at night does not supersede the requirements of Transnet National Ports Authority Health and Specification and OHS Act of 85, 1993 and its applicable Construction Regulations that enforces compliance during day shift.

- Document Control

All safety documents shall comply with the Project Document Control Procedures.

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* shall comply with the following minimum environmental requirements during the Upgrade and repairs of the Breakwaters in the Port of Richards Bay.
- 6.4.2 The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Protected Areas Act 57 of 2003, the National Environmental Management Air Quality Act 39 of 2004 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998 and the National Heritage Resources Act, Act 25 of 1999.
- 6.4.3 All work shall be undertaken according to the Transnet Governance Framework and the *Supplier* shall conform to the following Transnet standards:
- Transnet Integrated Management System (TIMS) Policy Commitment Statement
 - Transnet Standard Operating Procedure for Construction Environmental Management (SOP CEM) 009-TCC-CLO-SUS-11386 Rev 1.0
 - Transnet *Contractor* Environmental and Sustainability Specification Guidelines (CESSG) TRN-IMS-GRP-GDL-014.4 Rev 3.0
 - Approved DFFE Environmental Maintenance Management Plan for Port of Richards Bay
 - Umhlathuze/Richards Bay Estuarine Management Plan
- 6.4.4 The CESSG describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Supplier* observes and complies.
- 6.4.5 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 SOP CEM. The Environmental Method Statements will enable the potential positive and negative environmental impacts associated with the proposed activity to be identified and mitigation measures put in place.

6.4.6 The *Contractor* must appoint a fulltime Environmental Officer (EO) to monitor and manage compliance with relevant environmental specifications, guidelines and all applicable environmental legislation. The EO must as a minimum have at least 2 year's work experience in environmental management in the construction projects. The roles and responsibilities of the *Supplier's* EO are stated in SOP CEM.

6.4.7 The *Contractor* will be provided with the procedure to follow in managing environmental occurrences during pre-site, site access governance and transportation of material(s) to site. The *Contractor* shall follow the procedure provided to him by the Transnet Project Environmental Resource (PER) and maintain required records thereof. In the event of an environmental occurrence, the *Contractor* must, as soon as is reasonably practicable:

- classify an environmental occurrence in line with the Transnet Environmental Management Occurrence process flow;
- take all reasonable measures to contain and minimise the effects of the occurrence, including its effects on the environment and any risks posed by the occurrence to the health, safety and property of persons;
- undertake cleanup procedures;
- remedy the effects of the occurrence; and
- assess the immediate and long-term effects of the occurrence on the environment and public health

6.4.8 The *Contractor* will be provided with the procedure to follow in managing environmental non-conformances during pre-site, site access governance and transportation of material(s) to site. The *Contractor* shall follow the procedure provided to him by the Transnet PER and maintain required records thereof. Any environmental non-conformance will be dealt with similarly to a Defect as defined in the Contract. A defect is due to non-compliance with the *Works* Information, and it is the responsibility of the *Contractor* to correct the defect in order to ensure that the work takes place in accordance with the *Works* Information. Similarly, non-conformance/non-compliance with any other permit or licence will be regarded as a non-conformance with the *Works* Information. The *Contractor* is responsible for rectifying any defect (non-conformance) as defined above promptly. The *Contractor's* EO shall be responsible to search for and identify non-conformances with the environmental specifications at inspection intervals agreed to with the Transnet PER. The Transnet PER shall also undertake such inspections on a timeframe specified in

the contract. If such inspections indicate that any part of the *Contractor's* work is non-conformant with the environmental requirements, the Transnet PER shall advise the Transnet PM to issue a Defects Notification to the *Contractor* accordingly. The *Contractor* shall correct the non-conformance (defect) within the timeframes specified in the report and notification and submit proof of such correction to the Transnet PER. The Transnet PER shall not recommend that a Site Closure Certificate be issued to the *Contractor* if any non-conformances have not been properly closed out. In such an event, the Transnet *Project Manager* may also make use of any reasonable contractual means to rectify the non-conformance(s) as allowed by the Contract (retention moneys etc.).

- 6.4.9 The *Contractor* must co-ordinate the loading and offloading of material during the construction phase so as to ensure that vehicular movement is in one direction only at any one time and that side-tracks are not created on the site.
- 6.4.10 The *Contractor* is responsible for ensuring that all sub-suppliers and delivery drivers are aware of procedures and restrictions (e.g. no-go areas) in terms of the SOP CEM and this Specification. Material must be appropriately secured to ensure safe passage between destinations during transportation. Loads must have appropriate cover, where ADTs are not utilised, to prevent spillage from the vehicles. The *Contractor* will be held responsible for any clean-up resulting from the failure to properly secure transported materials.
- 6.4.11 The *Contractor* shall ensure that the transporters of raw materials to site for cast of Breakwaters are in possession of the required permit/license and keep record of the quantity of material supplied.
- 6.4.12 The *Contractor* shall not make direct use of any mining, borrow pits and quarries materials unless the borrow pit has a valid permit(s), he has obtained written approval from the Transnet CM and Method Statement has been submitted and approved. The Method Statement will provide the detailed description of the location of the borrow pits and/or quarries and the procedures that will be followed to adhere to any pertinent national or local legislation (e.g. mineral extraction, rehabilitation, safety and noise levels).

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 set out in the Scope of *Works* as

appropriate) the documented Quality Management System to be used in the performance of the *Works as per the **TNPA-QUAL-REQ-014.1 General Quality Requirements procedure***

- 6.5.2 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001:2015 clause 4.4.1 (Quality management system and its process) including other relevant and applicable standards.
- 6.5.3 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under Engineering Construction Contract (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
- 6.5.4 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Project Quality Plan. The *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 *Contractor* shall submit for approval the Project Quality Plan to the Project Manager for acceptance within 28 days after the contract start date. The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the *Works* meet the standards stated in the *Works* Information. The PQP shall clearly indicate how the *Contractor* intends to meet the:
- 6.5.6 Technical requirements of the scope of the *Works*.
- 6.5.7 The quality activities (QA and QC) relevant to each work as per the scope of *Works* and technical specifications

6.5.8 Clearly defined roles and responsibilities of Key personnel within quality management function (QA and QC). To minimise confusion and promote better communication and accountability.

Resource allocation plan (Manpower and critical plant on site) where possible, factor in the lead time for sourcing and acquiring such resources. Within QA&QC function resources should include those responsible for document control including Quality practitioners as outline in TNPA-QUAL-REQ-014.1.

6.5.9 Change control principles to the *Employer's* scope of work.

6.6 Programming constraints

6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CESSG, SOP CEM, PES and SMP state others as required as described under Section 6.4 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 following requirements;

- Health & Safety as described in section Section 6.3 of the Works Information,
- Design issues as envisaged by Section 2 of the Works Information
- procurement of plant, material and equipment required for the Works in accordance to the Works Information, BoQ and drawings.
- Construction related matters including site mobilisation, fabrications, installation or erection of the structures up to testing and commissioning and start up as prescribed in Section 3 and 4 of the works setting.
- Furthermore, the *Contractor* must include in his programme the following;
 - Site Access and Access to a part of the site if later than its access date,
 - Acceptances/Approvals from the *Project Manager*
 - Things to be provided by the *Employer*
 - Key Project Milestones, including but not limited to Starting date, Access dates, Key Dates Planned Completion and Completion Date.
 - Details of the procurement, mobilisation and the demobilisation of the crane for both North and South Breakwater.

- Time Risk Allowances

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

- 6.6.3 The *Contractor* complies with the *Employer's* programme MUST match the Contract Data - Part One statements under 3. Time 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 printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the *Contractor* submits his Level 4 Programme to the *Project Manager* for acceptance, together with the associated works method statements and a supporting Basis of Schedule document.
- 6.6.5 The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.6 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.7 The *Contractor's* programme shows duration of operations in working days as stated in section 3.1.5e in C3.1 *Employer's Works* Information.
- 6.6.8 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code as agreed with the *Project Manager* will communicate this to the *Contractor*, post Contract Date. 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:
 - 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
 - Progress Tracker Sheets for Fabrication, Erection, Installation, Construction & Commissioning.
 - 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.
 - Detailed narrative status and performance of operations on the Site and Working Areas.
 - Detailed narrative status and performance of operations outside the Working Areas.
 - Deviation from the Accepted Programme register with associated action plans to rectify.
 - Critical action items (Top 10)
 - Key Risks (Top 10)

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

6.6.10 The *Contractor* submits programme report information to the *Project Manager* at least 1 (one) full working day prior to progress meeting at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.11 The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.6.12 The *Employer* (including the agents of the *Employer*) operates on Site during course of the contract.

6.7 *Contractor's* management, supervision and key people

6.7.1 The *Contractor* employs the following as a Key - persons under ECC Clause 24.1.

Contract Manager

It is a requirement of this contract that the *Contractor* will employ a full time Contract Manager to oversee and manage all aspects of the contracts, ensuring compliance, managing risks, and building strong relationships with *Employer's* team, subcontractors and other stakeholders. This includes negotiating agreements, ensuring project objectives are met, and resolving disputes to keep the project on schedule and within budget.

Construction Manager/Site Agent

It is a requirement of this contract that the *Contractor* will employ a full time, fully experienced Construction Manager/Site Manager as key person who has been delegated sufficient authority to manage the contract efficiently on-site during construction.

Commercial Manager

The Commercial manager for contractors is responsible for the financial management of projects, including budgeting, cost control, and contract management, while also ensuring project costs and schedule performance is aligned with *Employer's* objectives.

Planner

The project planners role is work with *Contractor* to develop and manage project plans, ensuring projects stay on schedule and within budget. They create work schedules, manage resources, and coordinate activities, often collaborating with other professionals like estimators, engineers, and architects.

Project Site Safety Manager

The PSSM is responsible for ensuring that the Contractor complies with the SMP acting on behalf of the Project Manager in compliance to Section 6.3 of the Works Information and Annexure A1

Quality officer

Project Quality Officer (PQC) employed full time on site to ensure that the *Contractor's*, work meets the project specifications and standards through inspections, audits, and by ensuring that *Contractor* adhere to quality control plans.

Environmental Officer

The Environmental Officer to ensures that the *Works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager, CM or SHEO and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner in compliance to Section 6.4 of the Works Information and Annexure A2.

Contractor's Industrial Relations Practitioner

The CIRP is based on the Site and is dedicated to attending to all human resources and industrial relations matters arising from the Contractor's employees on behalf of the Project Manager. Represent the Contractor at all industrial relations meetings within paragraph 6.1 management meetings of the Works Information and on the IRCC.

- 6.7.2 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* to be given to the *Employer's* nominated staff prior to mobilisation of site facilities
- A *Contractor* employee safety training programmes focusing on locally sourced labour attended by the Employers SHEQ team
- A Process Hazard Analysis (PHA) *Workshop* to be held periodically and attended by CSHEO, CM, *Project Manager*, SHEC and ProjEM from the Employer's team and the Key persons from the *Contractors* team.

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

Not Applicable

6.9 Insurance provided by the *Employer*

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

6.10 Contract change management

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*

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

- Records of design employees location of work (if appropriate); and
- Proof of payments for actual expenditure; and
- Rate breakdown for activities concerned.
- A statement of invoices;

- Escalation is calculated on a separate sheet and presented to the Project Manager for acceptance;
- The amount paid to date;
- Retention monies to be deducted from the invoice;
- Interest payable;
- Escalation formula used;
- Settlement discount;
- Proof of ownership of materials supplied;
- Copies of delivery notes of Plant and Material;
- Summary sheet of manning;
- Summary of progress covered by invoice; and
- The invoice is presented as an original.

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 proof of work done, materials test reports, proof of people used to perform the activity and proof of plant or machinery used to perform work.

6.13.4 The invoice must be issued electronically, in PDF and native format where necessary.

6.14 People

6.14.1 Minimum requirements of people employed on the Site

It is encouraged of the *Contractor* to consider the employment of locally based labourers (i.e. reside within the boundaries of the City of uMhlathuze) where possible.

6.14.2 The *Contractor* performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.
- Compensation of Occupational Injuries and Diseases Act.

6.14.3 Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the Contractor engages a Subcontractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

6.15 CONTRACTOR LIABILITY

6.15.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

6.15.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

6.15.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

6.15.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

6.15.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

6.16 INDUSTRIAL ACTION BY *CONTRACTOR* EMPLOYEES

6.16.1 In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

6.16.2 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

6.16.3 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

- 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.

6.16.4 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.

6.16.5 The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.

6.16.6 The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

6.16.7 The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

6.16.8 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.

6.17 Plant and Materials

6.17.1 Quality is designed in or specified in the technical specifications referred to in section 4 of this Works Information.

6.17.2 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*.

6.17.3 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.

6.17.4 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.

6.17.5 Plant & Materials provided "free issue" by the *Employer*

The *Employer* free-issues 10 (ten) number 30-ton dolos units for use in the *Works*. The *Contractor* takes possession of the free-issue dolos units from the *Employer* at South Breakwaters and at a pre-agreed time. The Parties jointly inspect and record the condition of each dolos prior to the *Contractor* taking possession.

The *Employer* free-issues 40 000 tonnes of 1-5 tonne underlayer rock, and 700 tonnes of 20-100 kg filter rock to be used to in the *Works*. The *Contractor* takes possession of the free-issue rock from the *Employer* at stockpile site adjacent to the West Gate and at a pre-agreed time. The Parties jointly inspect and record the quality of the rock prior to the *Contractor* taking possession. The *Contractor* shall provide of a weighbridge to verify the free-issue rock mass for control purposes.

6.17.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *Works*.

Not applicable

6.17.7 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.

6.17.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

The Contractor shall supply and operate a suitably sized excavator fitted with rock grapple capable of handling the specified size of rocks to load material from a stockpile and transport to *Works* area to use as specified in the technical specifications and drawings.

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

6.18 Tests and inspections before delivery

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:

Not Applicable

6.19 Marking Plant and Materials outside the Working Areas

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

Not Applicable.

6.20 Contractor's Equipment (including temporary Works).

6.20.1 The *Contractor* provides the *Project Manager* with list of the following category of Equipment (or similar) for the execution of the *Works*:

- Cranes for North Breakwater
- Cranes for South Breakwater
- Batching Plant including cranes, rollers, flatbeds, hoists, concrete silos
- Mechanical grab for lifting and placing of Antifer units
- Equipment for lifting and transporting armour units from stockpiles to the breakwaters

- Dredging equipment for South Breakwater
- Weighbridge
- A vessel capable of transporting 6 personnel between the north and south breakwaters, and a temporary jetty for accessing the vessel at the south breakwater

6.20.2 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:

- Rigging studies for all cranes and hoisting equipment
- Calibration certificate for the temporary weighbridge

6.21 Preparation of post Completion contracts

The *Contractor* provides the following to the *Employer* post Completion:

Not Applicable

6.22 Socio-economic objectives

The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprises by the main or lead partner *Contractors*.

a) The successful *Contractor* shall:

1. Subcontract a minimum of 30% of the total project value to targeted enterprises;
2. develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main Contractor and the targeted enterprise/s;
3. perform needs analysis on the targeted enterprise to identify developmental goals;
4. provide internal mentorship support to improve the targeted enterprise/s performance;
5. develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
6. monitor and report the progress of the agreed development areas with the targeted enterprise/s; and

7. submit a project completion report to the Employer's representative for each targeted enterprise.

- b) The development of the Targeted Enterprise shall be guided by the CIDB Competence Standard for *Contractors* Gazette No. 41237, 10 November 2017. Table 2. below outlines the minimum recognised qualifications to which development of targeted enterprises must be undertaken by the main *Contractor*.

Table 2. Recognised Qualifications

CIDB Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5 & 6	5	National Occupational Qualification in Business Management NQF 5
2 to 4	2	National Certificate: Construction Contracting NQF 2
Building and Construction Works Management		
5 & 6	5	National Certificate: Management of Building Construction Processes NQF 5
2 to 4	3	- NCV 4: Civil Engineering and Building Construction, or - National Certificate: Supervision of Construction Processes
Civil Engineering Construction Works		
5 & 6	5	- National Certificate: Management of Civil Engineering Processes NQF 5, or - National Diploma: Civil Engineering and Building Diploma
2 to 4	3	- NCV 4: Civil Engineering and Building Construction or - National Certificate: Supervision of Construction Processes, or - Further Education and Training Certificate: Supervision of Construction Processes

Source; cidb Competence Standard for Contractors; Gazette Notice No. 41237

6.23 MANAGEMENT

6.23.1 State the requirements for development:

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

6.23.2 The Format of Communications

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

- Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the *Contractor*, detailing an assessment of the enterprise development support provided.

2. Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and

3. Enterprise development declaration (ED104P).

The Key Personal:

The *Contractor* shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

Management Meetings:

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

The Forms for contract administration:

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

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

Records:

The *Contractor* shall:

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

Payment Certificates:

The *Contractor* shall:

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

Part C4: Site Information

C4 Site Information

1. Description of the Site and its surroundings

1.1. General description

The Site is located in the Port of Richards Bay approximately 160 km north-east of Durban and 465 km south of Maputo, on the eastern seaboard of South Africa. The Port is situated on the north-eastern coast of KwaZulu Natal (KZN) and falls within the City of uMhlathuze (CoU) Local Municipality and King Cetshwayo District Municipality (KCDM). The GPS location of the Port's entrance is 28°48'36.32"S, 32° 5'42.00"E

The site area can be accessed by using the John Ross highway from Empangeni. To access the South Breakwater you turn right Alumina Allee Street and take the right turn Harbour Arterial road through the West Gate and continue along that road for about 14 km and then turn right into South Breakwater road as illustrated in figure 1. To access the North Breakwater you proceed along John Ross highway which the links to Anglers Rod and thereafter you turn right onto Krewelking road and proceed for 2km towards Alkantstrand Beach.

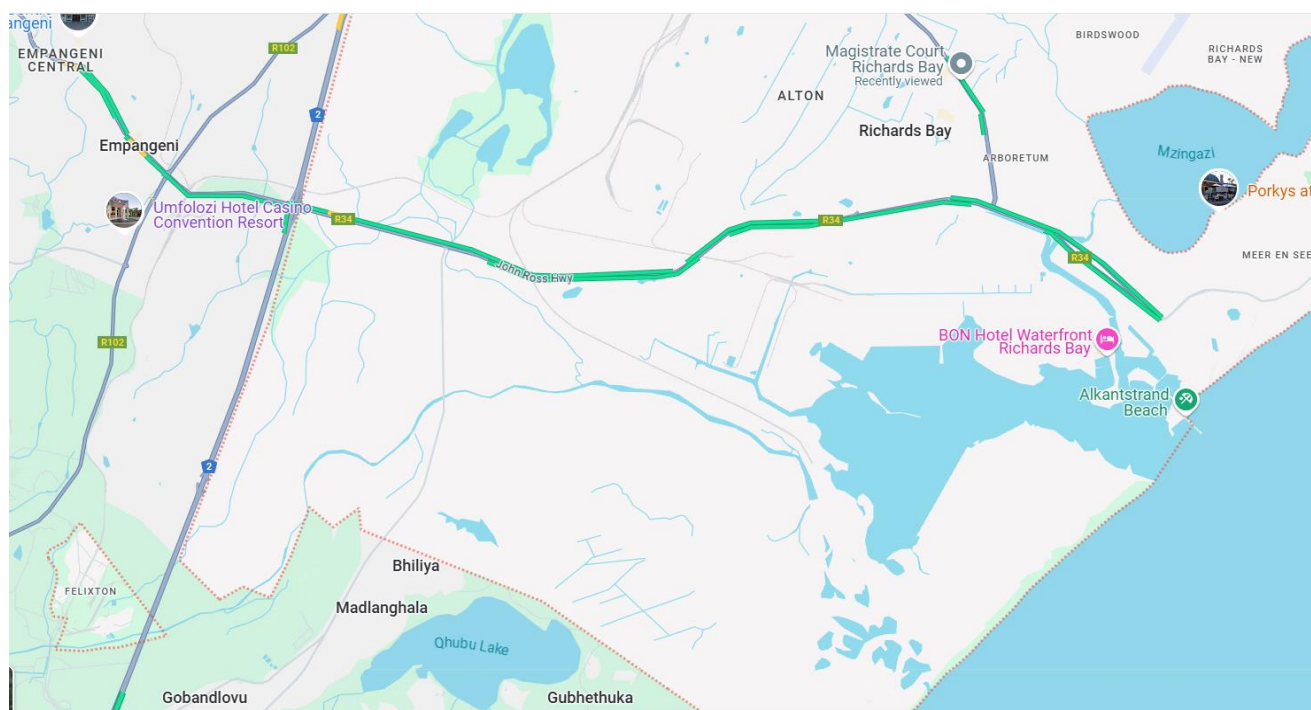


Figure 1-1: Locality map

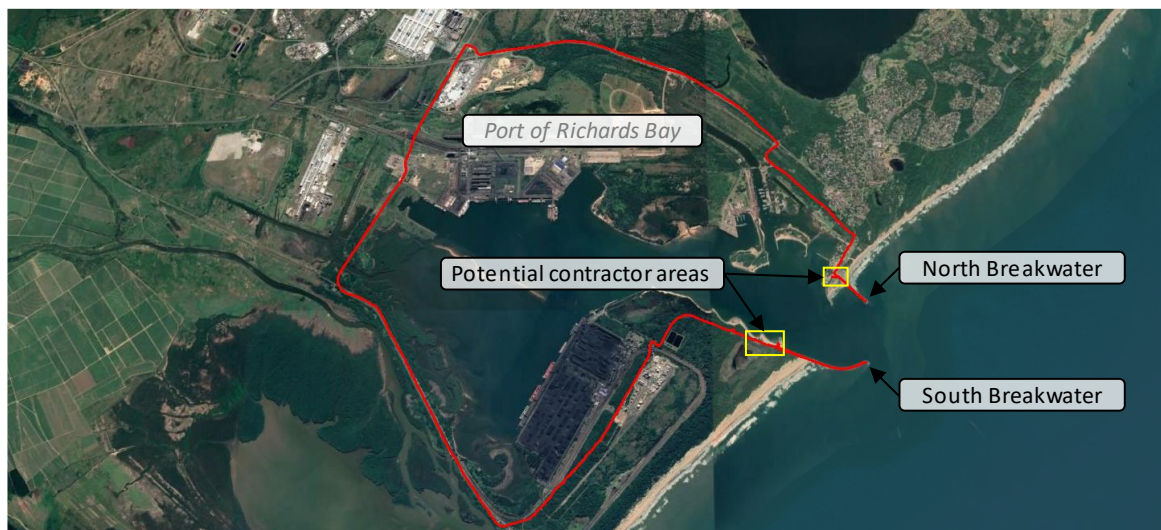


Figure 2-2: Geographic extent of the site

1.2. Topography and Description of the Site

Topographically the area is largely undulating and flat, a typical feature of the Mozambique Coastal Plain with several swamp areas occurring in the vicinity of the South Breakwater. Typical vegetation on site comprises sandy grasslands, scattered shrubs and trees. There is Mangrove Forest at the close proximity of the proposed contractor site, however it won't be impacted by the construction activities. The predominant geology is characterised by Quaternary redistributed sands of the Berea formation (Maputaland Group) with a shallow water table.



Figure 3-3: Typical topography and vegetation on site

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

2.1. North Breakwater

2.1.1. General observations

The North Breakwater is the smaller of the two Richards Bay breakwaters, and comprises a rubble mound core protected by a rock underlayer and dolos armour. A layout of the breakwater and surrounding area is presented in the figure below.

Figure 2.1.1-1.



Figure 2.1.1-1: North Breakwater layout.

Photographs of the breakwater trunk, taken from the root facing seawards, are presented in Figure 2.1.1-2.



Figure 2.1.1-2: North Breakwater trunk.

Photographs of the breakwater roundhead, facing seawards and landwards, are presented in Figure 2.1.1-3. The photographs show the navigation light, concrete capping beam (approximately 8 m wide), and wave wall on the sea side of the breakwater.

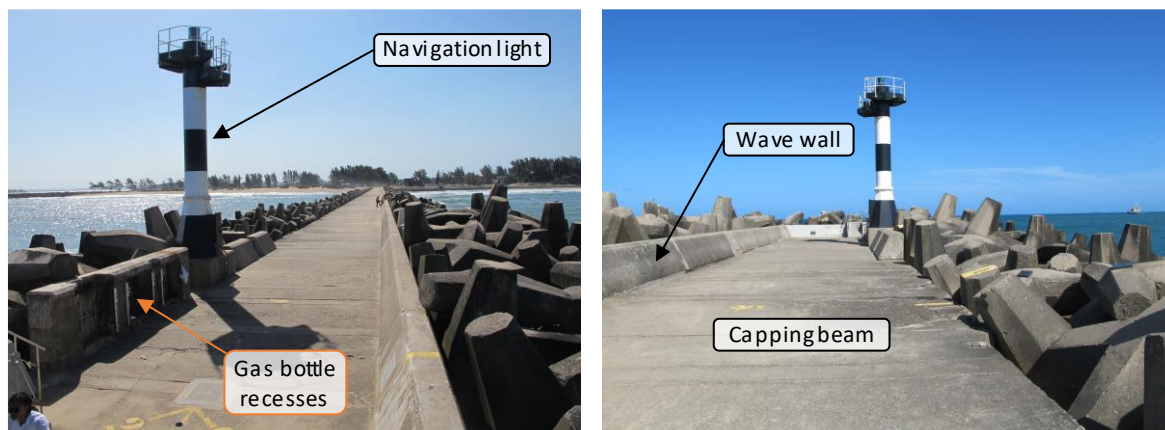


Figure 2.1.1-3: North Breakwater roundhead.

Photographs of the navigation light are presented in

Figure 2.1.1-4.



Figure 2.1.1-4: North Breakwater navigation light.

Photographs of the breakwater roundhead armour and slopes are presented in

Figure 2.1.1-5. A slope of approximately 1:2 (V:H) is shown, armoured with dolosse. Some of the dolosse are broken and displaced.

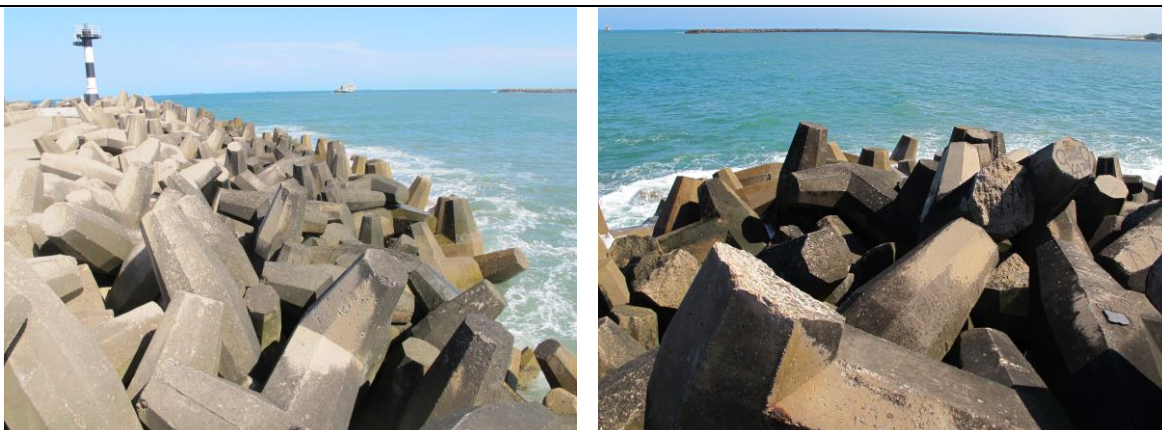


Figure 2.1.1-5: North Breakwater roundhead – dolos units and slopes.

2.1.2. Access

The North Breakwater is currently accessible to the public, and no access concerns were identified. Access to the breakwater is available from the car park, shown in Figure 2.1.2-1.



Figure 2.1.2-1: North Breakwater access.

2.1.3. Contractor area

The potential contractor area for the North Breakwater is shown in Figure 2.1.3-1. The area is approximately 280 m from the breakwater root, and encompasses approximately 11 000 m².



Figure 2.1.3-1: North Breakwater potential contractor area.

2.1.4. Existing buildings and structures

In the vicinity of the North Breakwater work site there is the following infrastructure;

- North coast radio building.
- Life Savers Building
- Skate Park.
- Flea market Stalls

Contractor to ensure access is provided to Helicopter hanger, life saving guard house, dredger/ sand discharge connection point and beach + ablution facility to the south side of the north breakwater.

2.2. South Breakwater

2.2.1. General observations

The South Breakwater is the longer of the two Richards Bay breakwaters, and also comprises a rubble mound core protected by dolos armour. A layout of the breakwater and surrounding area is presented in Figure 2.2.1-1.



Figure 2.2.1-1: South Breakwater layout.

Photographs of the South Breakwater trunk are presented in

Figure 2.2.1-2.

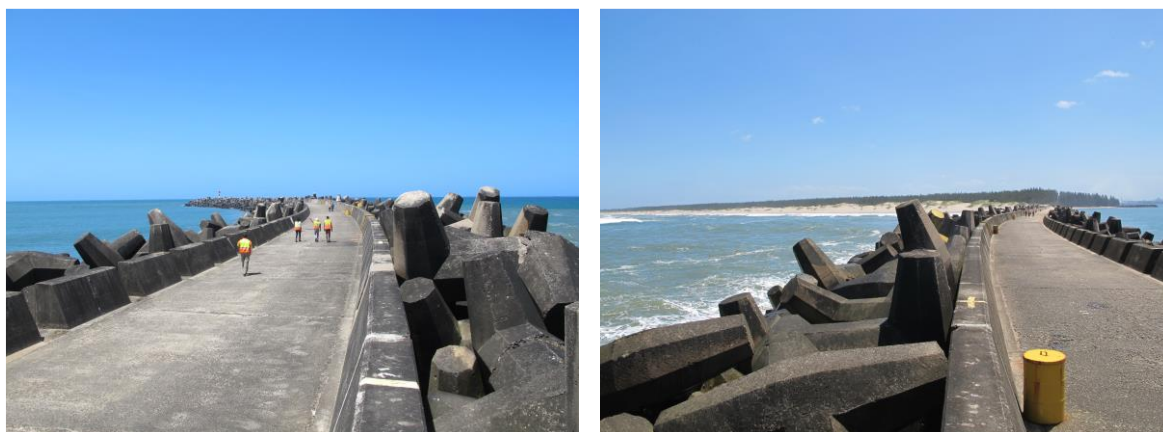


Figure 2.2.1-2: South Breakwater trunk.

Photographs of the South Breakwater roundhead, facing seawards and landwards, are presented in Figure 2.2.1-3. The photographs show the navigation light, concrete capping beam (to be replaced), and wave walls.

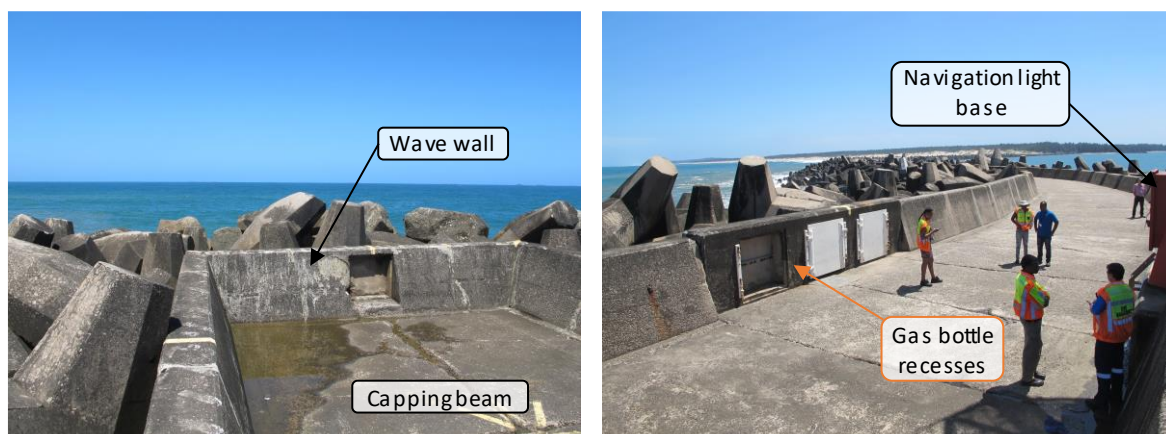


Figure 2.2.1-3: South Breakwater roundhead.

Photographs of the navigation light at the roundhead are presented in Figure 2.2.1-4.



Figure 2.2.1-4: South Breakwater navigation light.

2.2.2. Access

The South Breakwater is within the port security boundary. No access concerns were identified. Access at the breakwater root is shown in Figure 2.2.2-1.



Figure 2.2.2-1: South Breakwater access.

2.2.3. Contractor areas

The potential contractor areas for the South Breakwater are shown in

Figure 2.2.3-1. The area is approximately 320 m from the breakwater root, and cover approximately 11 100 m².



Figure 2.2.3-1: South Breakwater potential contractor areas.

3. Conditions in areas affected by work in this contract

3.1. Climate of the area

The climate is subtropical with warm to hot summers with a relatively low diurnal temperature range. Mean maximum and minimum temperatures during summer (December, January and February) are approximately 29°C and 21°C respectively. Winters (June, July and August) are mild with mean maximum and minimum temperatures of approximately 23°C and 12°C respectively.

3.2. Water levels

Water levels have been summarised from PRDW (2018). The predicted astronomical tidal water levels at Richards Bay are presented in Table 3.2-1.

Table 3.2-1: Tidal characteristics at Richards Bay (SANHO, 2018).

Description	Elevation [+m CD]	Elevation [+m CDP]
Highest Astronomical Tide (HAT)	2.47	2.36
Mean High Water Springs (MHWS)	2.11	2.00
Mean High Water Neaps (MHWN)	1.48	1.37
Mean Level (ML)	1.20	1.09
Land Levelling Datum (LLD) (1 January 2003 onwards)	1.015	0.90
Mean Low Water Neaps (MLWN)	0.97	0.86
Mean Low Water Springs (MLWS)	0.27	0.16
Chart Datum Port (CDP)	0.115	0.00
Lowest Astronomical Tide (LAT)	0.00	-0.115

The actual water level at the site will differ from the predicted astronomical tidal level due to changes in atmospheric pressure and wind effects (referred to as storm surge), as well as other factors including shelf waves and edge waves.

3.3. Waves

Wave conditions have been summarised from the Design Basis (PRDW, 2018).

Measured wave data is available at the Waverider buoy (28.8265°S, 32.104°E) in a water depth of 22 m for the period January 1979 to May 2015 and equates to 23.7 years of complete data. Directional wave data is only available for the period November 2002 to May 2015 and equates to 12.1 years of complete data.

An exceedance plot of the significant wave height (H_{m0}) for the full available period is presented in Figure 3.3-1. A wave rose and scatter plots of the directional wave data illustrating relationships between H_{m0} , peak wave period (T_p) and wave direction are presented in Figure 3.3-2 and Figure 3.3-3 respectively.

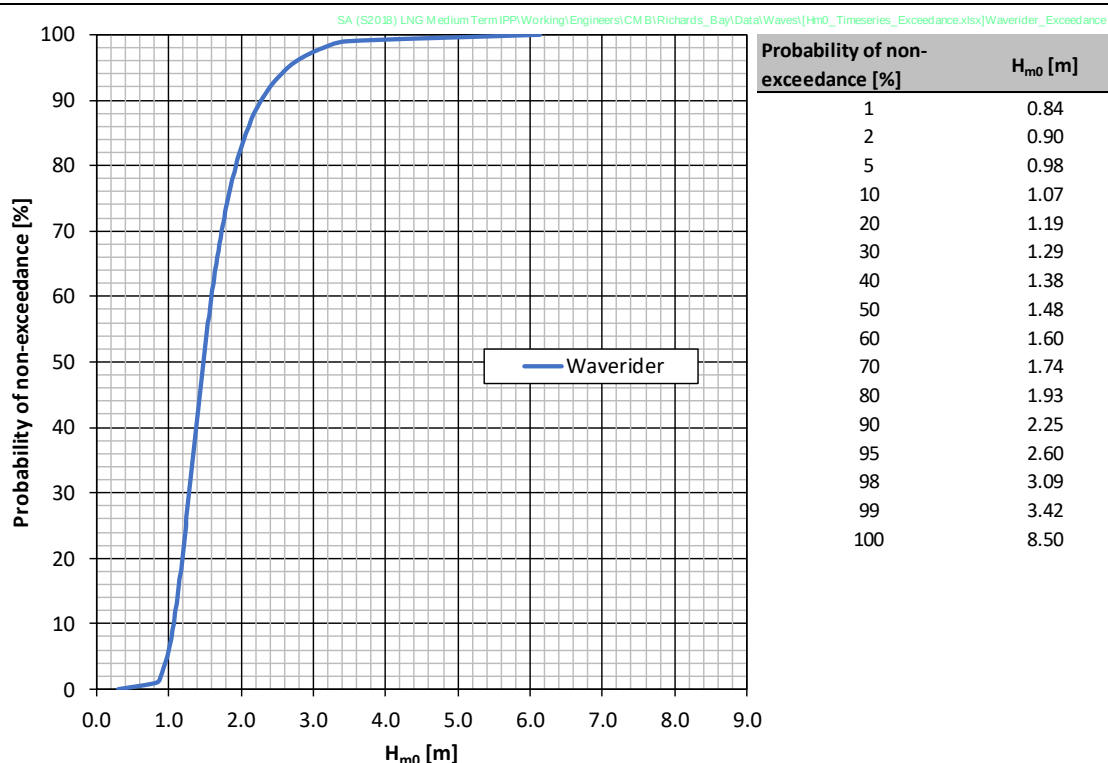


Figure 3.3-1: Non-Exceedance plot of H_{m0} measured at the Waverider buoy (28.8265°S, 32.104°E) for the period January 1979 to May 2015.

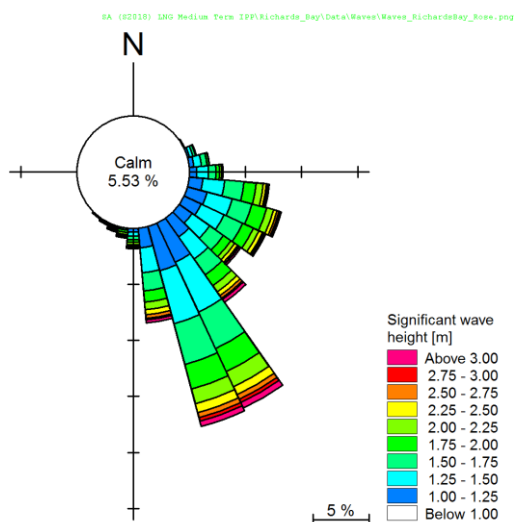


Figure 3.3-2: Wave rose of directional wave data measured at the Waverider buoy (28.8265°S, 32.104°E) for the period November 2002 to May 2015.

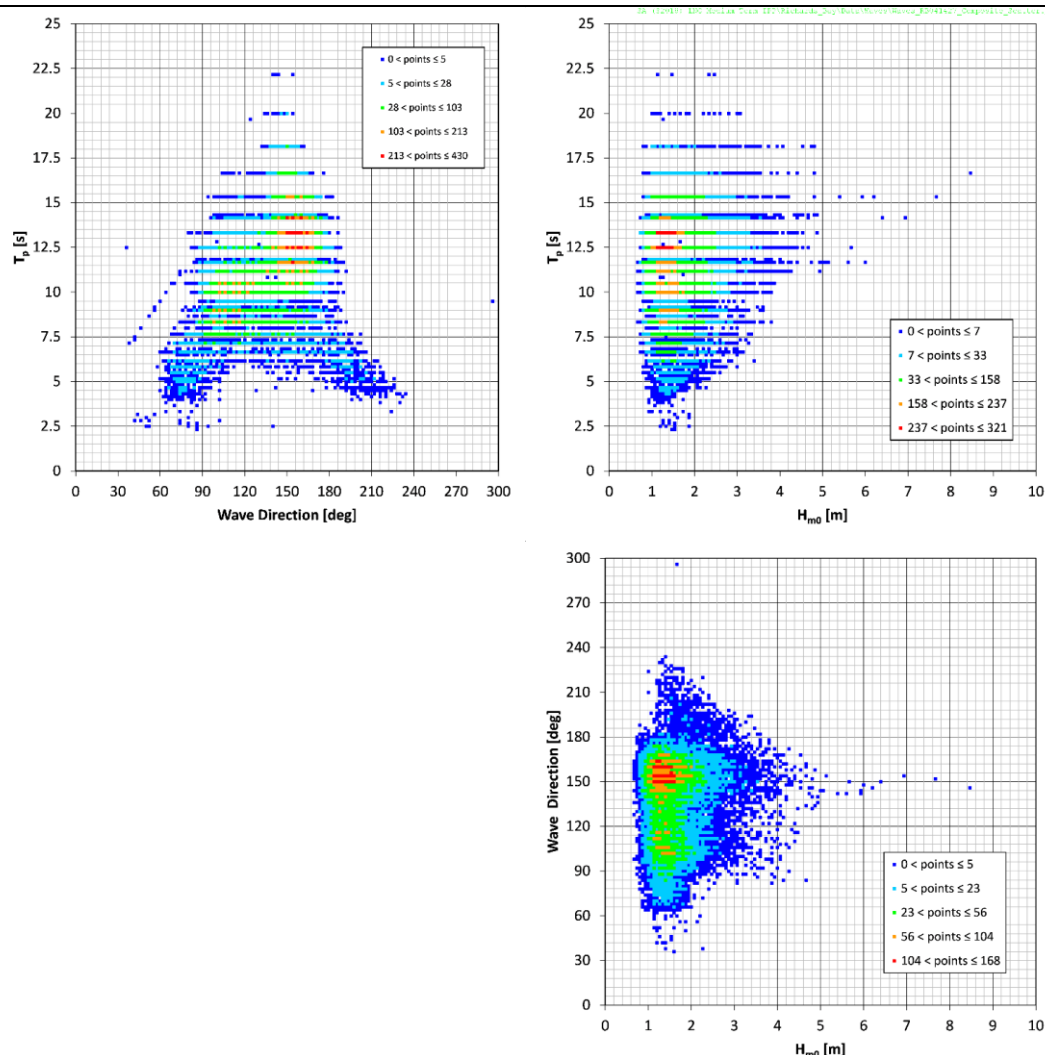


Figure 3.3-3: Scatter plots of directional wave data measured at the Waverider buoy (28.8265°S, 32.104°E) for the period November 2002 to May 2015.

From Figure 3.3-2 and Figure 3.3-3 there are two distinct populations centred on peak wave directions of 100° and 155°. These populations represent the dominant southerly and easterly wave directions typical along the coastline near Richards Bay. Figure 3.3-3 shows that the easterly waves have a shorter wave period than the swells from the southern Indian Ocean.

3.4. Wind

Wind conditions have been summarised from PRDW (2018). Seasonal exceedance and wind rose plots of the measured data are presented in Figure 3.4-1 and Figure 3.4-2 respectively. Note that wind direction is by convention the direction from which the wind is blowing.

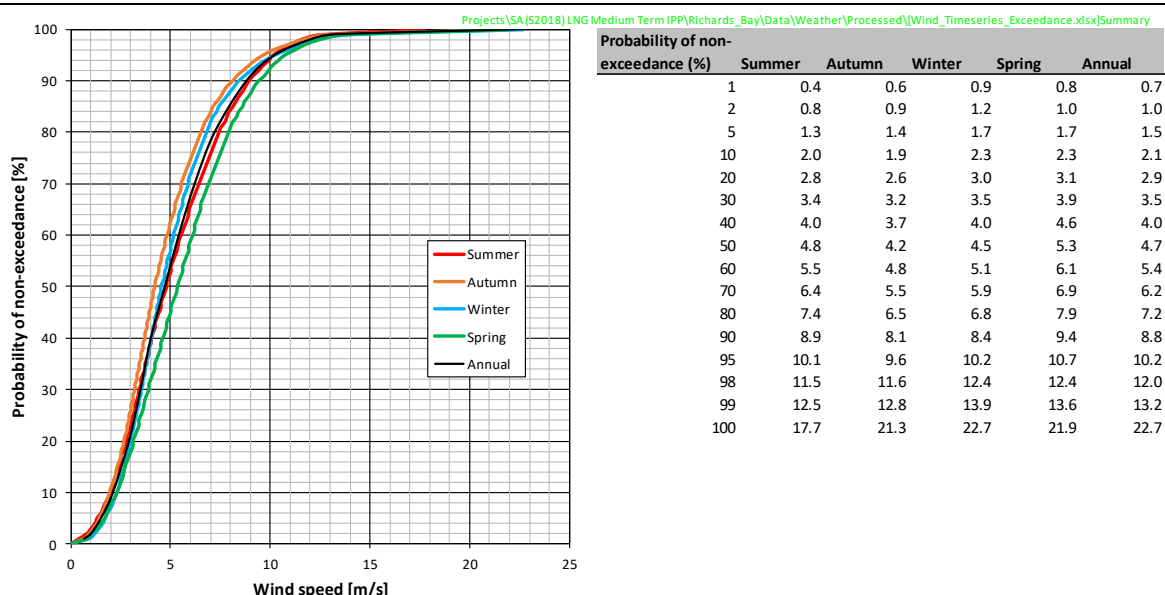


Figure 3.4-1: Exceedance plot of 20-minute averaged wind speed measured at Richards Bay Port Control (28.79704°S 32.09915°E) for the period February 1993 to May 2015.

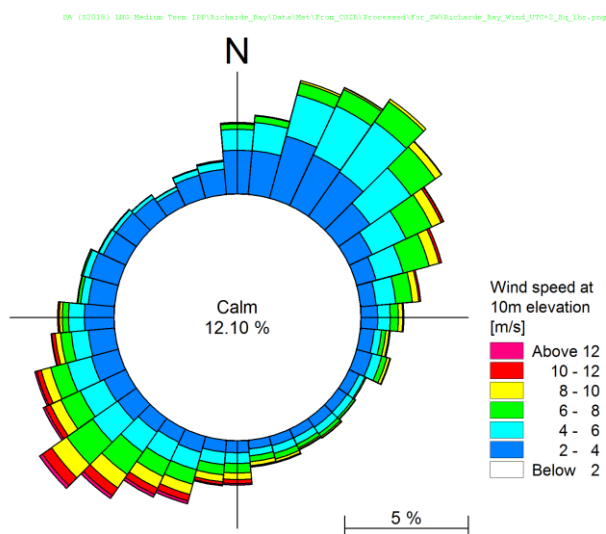


Figure 3.4-2: Wind rose for measured data at Richards Bay Port Control (32.09915°E, 28.79704°S) for the period February 1993 to May 2015.

The wind rose presented in Figure 3.4-2 indicates two dominant wind directions which are closely aligned with the orientation of the local coastline (north-east and south-west). The north-easterly winds occur more frequently, but the strongest winds occur from the south-west.

3.5. Bathymetry

The North Breakwater and South Breakwater head bathymetry, prepared by the CSIR (2016) and (2015) respectively, are presented in Figure 3.5-1 and Figure 3.5-2, and in Annexure A in a higher resolution format.

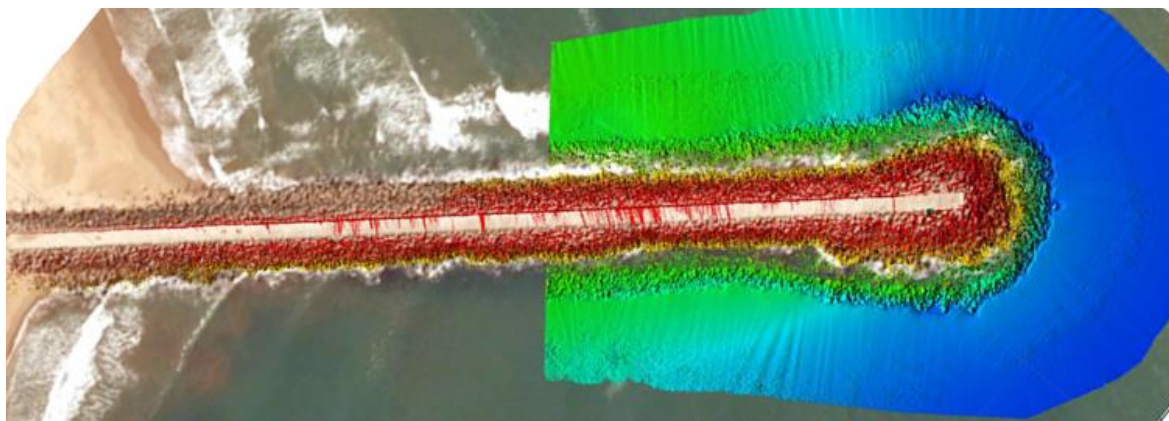


Figure 3.5-1: North Breakwater bathymetry. Source (CSIR, 2016)

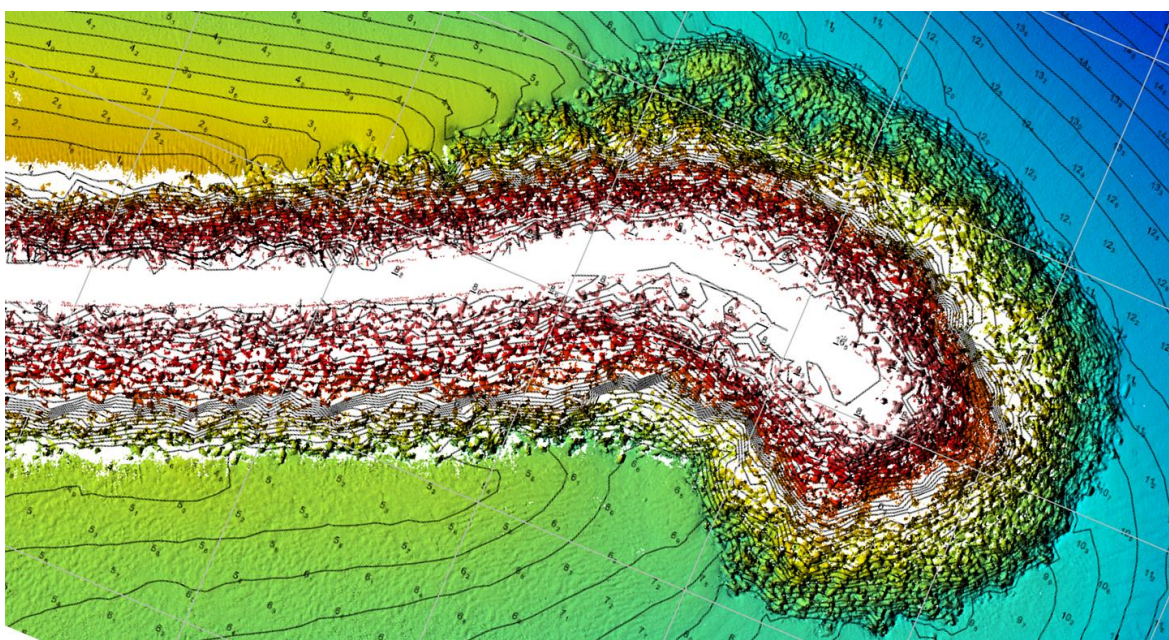


Figure 3.5-2: South Breakwater Bathymetry. Source (CSIR, 2015)

4. Benchmarks

Surveying benchmarks for Richards Bay are available.

5. Hidden services

In North Breakwater's contractors' area there are several underground services for water, sewer and electricity. The As-Built information will be provided at the start of site mobilisation, however the Contractor must conduct investigations to verify the information as per the Works Information.

6. Other reports and publicly available information

None.