Transnet Group Capital
A specialist unit of

Transnet SOC Ltd,
Registration Number 1990/000900/30

ENQUIRY FOR: CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQUARA

RFP NUMBER :1126901.C002
ISSUE DATE : TUESDAY, 23 OCTOBER 2018
CLOSING DATE : TUESDAY, 20 NOVEMBER 2018 AT 12:00 NOON
TENDER VALIDITY PERIOD : 12 WEEKS FROM THE CLOSING DATE

FORMAL BRIEFING AND SITE VISIT: WEDNESDAY 31 OCTOBER 2018, 10:00 AM AT TNPA ADMIN BUILDING (EMENDE BUILDING) ELWANDLE BORDROOM AT THE PORT OF NGQUARA.

NOTE: ONLY RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFP:

- EXEMPTED MICRO ENTERPRISES (EMEs) AND/OR QUALIFYING SMALL ENTERPRISES (QSEs) WITH A MINIMUM B-BBEE STATUS LEVEL OF 2
## T1.1 Tender Notice and Invitation to Tender

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO BID

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].

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Civil works for the Berth B100 at the Port of Ngqura</th>
</tr>
</thead>
</table>

This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] per set for those Tenders that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the eTender Portal instead. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and a CD containing the tender document may be collected during work hours. Payment is to be made as follows:

- **Bank:** Standard Bank
- **Account Number:** 00 126 5741
- **Branch:** Carlton Centre
- **Branch code:** 0023055
- **Account Name:** Transnet Group Capital
- **Reference:** 1126901.C002

**NOTE** – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender documents and submitted thereafter with your Proposal.

| INSPECT / COLLECT DOCUMENTS FROM | The office of the Secretariat, National Acquisition Council  
Business Waterfall Estates  
9 Country Estate Drive  
Midrand 1662  
OR  
N2 Neptune Road  
TNPA Admin Building  
Port of Ngqura  
Port Elizabeth |

| ISSUE DATE AND COLLECTION DATE DEADLINE | Between **09:00** and **15:00** from **24 October 2018** until **30 October 2018**.  
Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a “proof of payment” receipt for presentation to Transnet when collecting the RFP documents. Tenderers are to note that the RFP may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Tenderers download the RFP off the Portal, they are required to send their contact details to the following address: Mphoyakaomphile.Nqwenya@transnet.net by **30 October 2018**. This is to ensure that any required communication (e.g. addenda to the RFP) in relation to this RFP reaches those intending to respond. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof. |

<p>| COMPULSORY BRIEFING SESSION | Refer to “formal briefing” Paragraph 2 for details. |</p>
<table>
<thead>
<tr>
<th>CLOSING DATE</th>
<th>12:00pm on Tuesday 20 November 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VALIDITY PERIOD</th>
<th>12 weeks from Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)’ tender will be deemed to remain valid until a final contract has been concluded.</td>
</tr>
</tbody>
</table>

2. **FORMAL BRIEFING**

A compulsory pre-proposal Tender briefing will be conducted at **N2 Neptune Road, TNPA Admin Building (eMendi Building), eLwandle Boardroom, Port of Ngqura** on Wednesday 31 October 2018, at **10:00am** [10 O’clock] for a period of ± four (4) hours. [Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1. A Certificate of Attendance in the form set out in the Returnable Schedule T2.2-15 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 T2.2-15 (attached to the Tender document) to the briefing session to be signed by the Employer’s Representative.

2.2. Tenderers failing to attend the compulsory tender briefing will be disqualified.

2.3. A Site visit 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 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 or cutler area.

3. **TENDER SUBMISSION**

Tender Offers must be submitted in a sealed envelope addressed as follows:

- **The Secretariat, Transnet Group Capital Acquisition Council**
- **RFP No.:** 1126901.C002
- **Description:** Civil Works for the Berth B100 at the Port of Ngqura
- **Closing date and time:** Tuesday, 20 November 2018 at 12:00pm
- **Closing address:** [Refer to options in paragraph below]

All envelopes must reflect the return address of the Respondent on the reverse side.
4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Entrance Foyer, TNPA Admin Building (eMendi Building), N2 Neptune Road, Port of Ngqura, Port Elizabeth and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
N2 NEPTUNE ROAD
TNPA ADMIN BUILDING (EMENDI BUILDING)
PORT OF NGQURA
PORT ELIZABETH

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph above.

4.2. Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Capital Projects Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
N2 NEPTUNE ROAD
TNPA ADMIN BUILDING (EMENDI BUILDING)
PORT OF NGQURA
PORT ELIZABETH

4.3. If tender offers are not delivered as stipulated herein, such tenders will not be considered.

4.4. No email or faxed tenders will be considered, unless otherwise stated herein.

4.5. 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.

4.6. Envelopes must not contain documents relating to any Tender other than that shown on the envelope.
5. SUPPLIER DEVELOPMENT INITIATIVES

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development which has resulted in inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Enterprise and Supplier Development [ESD] initiatives. Hence Tenderers are required to submit their commitments with regard to Enterprise and Supplier Development Initiatives over the duration of this contract.

Tenderers are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 30% the contract value.

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

The commitments made by the successful Tenderers will be incorporated as a term of the contract and monitored for compliance.

6. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. 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 Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

7. COMPLIANCE

The successful Respondent [hereinafter referred to as the Contractor] shall be in full and complete compliance with any and all applicable laws and regulations.

8. 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:

8.1. Modify the tender services and request Tenderers to re-tender on any changes;
8.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;
8.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
8.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
8.5. Not necessarily accept the lowest priced tender or an alternative Tender;
8.6. Reject all Proposals, if it so decides;
8.7. Withdraw the tender on good cause shown;
8.8. Award business in connection with this tender at any time after the tender closing date;
8.9. Award business for only a portion of the proposed services which are reflected in the scope of this tender
8.10. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet’s discretion;
8.11. Make no award of a contract;
8.12. Validate any information submitted by Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers hereby irrevocably grant the necessary consent to Transnet to do so;
8.13. 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 cancel the contract;
8.14. Award request audited financial statements or other documentation for the purposes of a due diligence exercise;
8.15. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
8.16. 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);

9. REPEAL OF CONSTRUCTION SECTOR CODES
9.2. The repeal implies that the Construction Sector Codes cease to exist from the 17th February 2016.
9.3. All Measured Entities operating in the Construction Sector will be required to use the B-BBEEvGeneric Codes of Good Practice as amended and issued in terms of section 9 (1) of the B-BBEE Act No. 53 Of 2003 as amended by Act No. 46 of 2013.
10. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet’s Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

Tenderers 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 https://secure.csd.gov.za/. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number.................................. and Unique Reference Number..................................

13. TAX COMPLIANCE

In terms of clause F.2.23 of the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, a valid tax clearance certificate issued by the South African Revenue Services is required to be submitted by the tenderer with his tender.

13.1. New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Tenderers are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: __________________________

Tax Clearance Certificate & TCC Number: __________________________ and PIN: ____________.
14. PROTECTION OF PERSONAL DATA

14.1. In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Tenderers.

14.2. Transnet agrees that it shall only process the information disclosed by Tenderers in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

14.3. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Tenderers or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Tenderers.

14.4. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the bidding process in the same manner.

14.5. The detailed mutual duties of Transnet and the Tenderers to protect personal information are contained in Returnable Schedule T2.2-33: Mutual Non-Disclosure Agreement

15. Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at Transnet’s option, any evaluation criteria listed in this RFP document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business. 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;

16. Transnet reserves the right not to be held liable if Tenderers do not respond with their contact details by the date stipulated in “Issue date and collection date deadline” above, and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

17. In addition, Transnet reserves the right to exclude any Tenderers from the tendering 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. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-43], [breach of law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

18. Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Kindly note that 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.

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

September 2016
Part T1: Tendering procedures
Page 7 of 8 T 1.1: Tender Notice and Invitation
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

AND INTENTION TO TENDER

(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital
Attention: Mphoyakaomphile Ngwenya
Email: Mphoyakaomphile.Ngwenya@transnet.net

Project No.: 1126901
Tender No.: 1126901.C002
Closing Date 20 November 2018

For: CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQURA

We: Do wish to tender for the work and shall return our tender by the due date above
Do not wish to tender on this occasion and herewith return all your documents received

REASON FOR NOT TENDERING:

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

SIGNATURE: ______________________________

TITLE: ______________________________

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td></td>
<td>Part T: The Tender</td>
</tr>
<tr>
<td></td>
<td>Part T1: Tendering procedures</td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td>Part T2: Returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td>Part C: The contract</td>
</tr>
<tr>
<td></td>
<td>Part C1: Agreements and contract data</td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data (Part 1 &amp; 2)</td>
</tr>
<tr>
<td></td>
<td>C1.3 Form of Guarantee</td>
</tr>
<tr>
<td></td>
<td>Part C2: Pricing data</td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>Part C3: Scope of work</td>
</tr>
<tr>
<td></td>
<td>C3.1 Works Information</td>
</tr>
<tr>
<td></td>
<td>Part C4: Site information</td>
</tr>
<tr>
<td></td>
<td>C4.1 Site information</td>
</tr>
</tbody>
</table>

March 2015
F.1.4 The Employer's agent is: Act. Procurement manager

Name: Hlekane Maringa

Address: Business Waterfall Estates, 9 Country Estate Drive, Midrand 1662

Tel No. 0113081670

E-mail Hlekane.Maringa@transnet.net

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

1. **Stage One - EME's and QSE's**
   (Only EME (Exempted Micro Enterprise) and QSE's (Qualifying Small Enterprise) with a minimum level 2 BBBEE status of contributor may respond to this tender.

2. **Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

Tenderers must properly complete, duly sign and submit returnable schedule T2.2-48, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

<table>
<thead>
<tr>
<th>Sector</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Value Added Products</td>
<td>100%</td>
</tr>
</tbody>
</table>

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of returnable schedule T2.2-48 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.the dti.gov.za/industrial development/ip.jsp

Any tenderer that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable tender.
3. **Stage Three - Eligibility in terms of the Construction Industry Development Board:**

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

   b) **Joint Venture (JV)**

      Joint ventures are eligible to submit tenders subject to the following:
      
      1. every member of the joint venture is registered with the CIDB;
      2. the lead partner has a contractor grading designation in **6CE or higher** class of construction work; and
      3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **7CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
      4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
      5. and in the event that the joint venture is an ‘Incorporated Joint Venture’ the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

4. **Stage Four - Eligibility with regards to attendance at the compulsory clarification meeting:**

   An authorised representative of the tendering entity must attend the compulsory clarification meeting in terms F.2.7 below.

5. **Stage Five - Functionality:**

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

   Any tenderer that fails to obtain the minimum qualifying score for functionality will be regarded as an unacceptable tender.

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

   The minimum qualifying for score for functionality is 60 points.
The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenders must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document **T2.2.15 certificate** of attendance signed off by the Employer’s authorised representative.

**F.2.12** No alternative tender offers will be considered

**F.2.13.3** Parts of each tender offer communicated on paper shall be as an original, plus 1 (One) copy and shall be in the **English Language**.

**F.2.13.5** The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

- **Location of tender box**: ENTRANCE FOYER, TNPA ADMIN BUILDING
  N2 NEPTUNE ROAD
  PORT OF NGQURA, PORT ELIZABETH
  (TRANSNET GROUP CAPITAL)

- **Physical address**: N2 NEPTUNE ROAD
  PORT OF NGQURA, PORT ELIZABETH
  SOUTH AFRICA

- **Identification details**: The tender documents must be submitted labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number: **1126901.C002**
  - The Tender Description:
    **Civil Works for the Berth B100 at the Port of Ngqura**
  - Documents must be marked for the attention of:
    **NAC Secretariat: Ms Thandi Manaswe**

The measurements of the "tender slot" are 400mm wide by 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required. **NO LATE TENDERS WILL BE ACCEPTED**

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

**F.2.15** The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16** The tender offer validity period is **12 weeks** after the closing date

**F.2.18** Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferring 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 of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

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March 2015  
Page 4 of 9  
Part 1: Tendering Procedures  
T1.2: Tender Data
F.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status:**
2. A valid certified SANAS accredited B-BBEE verification certificate, and

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

F3.4 The time and location for opening of the offers are:

Time: 12:00pm on 20 November 2018
Location: Transnet Group Capital,
N2 Neptune Road
Port of Ngqura
Port Elizabeth

F3.11.1 The minimum number of evaluation points for functionality is: 60

F3.11.3 The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference): Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration.

**In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points for functionality, Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 60 (Sixty) to 55 (Fifty-five) points.**

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

<table>
<thead>
<tr>
<th>Quality Criteria</th>
<th>Sub-Criteria</th>
<th>Sub-criteria number of points</th>
<th>Maximum Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evaluation Schedule:</strong> T2.2-2 Programme</td>
<td>The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes. The Tenderer shall produce a level 4 schedule according to the Employer's objectives</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The tenderer shall demonstrate the following:</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Schedule showing Starting and Completion, as listed in contract data Part One – “Data provided by the Employer” and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as non-working periods.</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
Against each activity or grouping of activities (i.e. by Construction Work Package) the Tenderer indicates its “time risk allowances” and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. These allowances are owned by the Tenderer.

Provisions for quality requirements & Health & Safety requirements, Clearly outlining how the tenderer plans to provide the Works.

At a minimum a Level 4 Programme is developed electronically and a hard copy to be supplied with the Tender document. This should be in a Primavera P6 Version 8.2 (preferred) or MS Projects format.

The level of detail on the schedule should include, but not limited to, Key Milestones, Engineering Designs (if applicable), Procurement Activities, Vendor Designs, Manufacturing, Delivery, Pre-Construction Activities, Construction, Pre-Commissioning, Commissioning and Close Out activities.

The Tenderer to submit a schedule narrative which explains the schedule development, exclusions and assumptions applied on the schedule. This should include the bases used on production rates applied on the schedule.

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member;

Key personnel should include at least, amongst others:

**Project manager** should have a minimum qualification of diploma in Civil Engineering and extensive experience in civil works and project management knowledge and New Engineering Contract (NEC3)

**Construction Manager** should at least have a minimum qualification of a Diploma in Civil Engineering and/or Construction Management and experience in construction projects

**Construction Foreman or Supervisor** should have a minimum of NTC 4 Trade Certificate in Civil Engineering with extensive experience in construction projects.

**Health and Safety officer Health and Safety Officer:** Registered as Health and Safety Officers with SACPCMP and relevant site experience.

**Environmental Officer** should at least have Environmental Management qualification relevant site experience.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

- Project Specific Quality Plan for the contract.
- Index / list of procedures and method statements to be used during the contract.
- Qualifications and experience of quality Personnel.
- Project specific Quality Control Plan (For each task).
- Project specific Quality data book index.

The tenderer must provide their environmental management policy detailing the Management’s commitment to preventing and controlling environmental impacts.
<table>
<thead>
<tr>
<th>Evaluation Schedule: T2.2-21 Environmental Management</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The tenderer must provide environmental specific implementation plan which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.</td>
<td>1</td>
</tr>
<tr>
<td>Organisational charts depicting key environmental staff must be accompanied by staff CV’s showing staff competencies relevant to environmental management functions, together with qualifications and utilization of listed environmental staff.</td>
<td>1</td>
</tr>
<tr>
<td>Tenderer to provide a signed declaration of understanding (Form ENV-FAT-0002 - T2.2-38) as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.</td>
<td>1</td>
</tr>
<tr>
<td>The tenderer must provide a list of projects where environmental management has been required on contracts executed by his/her company including brief description of environmental management requirements and client reference contact details.</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submit the following documents as a minimum with your tender</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Valid letter of good standing with insurance body</td>
<td>1</td>
</tr>
<tr>
<td>Company Health and Safety Policy is signed and dated</td>
<td>1</td>
</tr>
<tr>
<td>Roles and responsibilities of legal appointees, including but not limited to Safety Officer with proof of CV and registration with SACPCMP</td>
<td>2</td>
</tr>
<tr>
<td>Overview of Risk Assessment process with project specific examples</td>
<td>1</td>
</tr>
<tr>
<td>Project specific Health and Safety Plan in line with Project Specification 1126901-SP-0001</td>
<td>1</td>
</tr>
<tr>
<td>Six months synopsis of SHE incidents, description, type and action taken</td>
<td>1</td>
</tr>
<tr>
<td>Health and Safety challenges envisaged for this project and how they will be addressed and overcome</td>
<td>1</td>
</tr>
<tr>
<td>Completed Safety Questionnaire (templates attached)</td>
<td>1</td>
</tr>
<tr>
<td>Completed Health and Safety Cost Breakdown (template attached)</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Schedule: T2.2-22 Health and Safety Plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Engineering, Procurement, Construction and Commissioning services as detailed in the Works Information with reference to:</td>
<td></td>
</tr>
<tr>
<td>The tenderer to submit the following:</td>
<td>15</td>
</tr>
<tr>
<td>Organization’s overall experience in the engineering, procurement, construction and commissioning in construction sector.</td>
<td>5</td>
</tr>
<tr>
<td>Previous experience based on similar work (specific to the scope)</td>
<td>7</td>
</tr>
<tr>
<td>Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Schedule: T2.2-25 Previous Experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.</td>
<td></td>
</tr>
<tr>
<td>Site establishment,</td>
<td>5</td>
</tr>
<tr>
<td>Construction activities (for G Block, Palisade Fencing, and Storm water Services)</td>
<td>10</td>
</tr>
<tr>
<td>Interfaces meetings, with other disciplines including the client, Services handover procedures and Deestablishment.</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

Maximum possible score for quality (Wq) 100 100
Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-2 Programme
- T2.2-7 Management & CVs of Key Persons
- T2.2-20 Quality Management
- T2.2-21 Environmental Management
- T2.2-22 Health and Safety Requirements
- T2.2-25 Previous Experience
- T2.2-37 Method Statement

The minimum number of evaluation points for functionality is 60.

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 stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause F.2.1.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W₁ is:

80 where the financial value of one or more responsive tenders received have a value below R 50 million, inclusive of all applicable taxes.

Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.)

F.3.13 Tender offers will only be accepted if:

a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderers compliance status;

b) the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the
Performance Bond to the format included in Part T2.2-18 (Form of Intent to Provide a Performance Guarantee) of this procurement document;

c) The tenderer is registered with the Construction Industry Development in an appropriate contractor grading designation;

d) 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;

e) the tenderer does not appear on Transnet list for restricted tenderers and National Treasury’s list of Tender Defaulters;

f) 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 are permitted to submit tenders or participate in the contract;

g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

i) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form

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

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.1 List of Returnable Schedules

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

   **Stage 1:** Valid proof of BBBEE rating

   - T2.2-48 **Stage Two as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content
   - T2.2-59 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
   - T2.2-15 **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at tender clarification meeting

2. These schedules will be utilised for evaluation purposes – Stage Five as per CIDB:

   - T2.2-2 **Evaluation Schedule:** Programme
   - T2.2-7 **Evaluation Schedule:** Management and CV’s of key persons
   - T2.2-20 **Evaluation Schedule:** Quality Management
   - T2.2-21 **Evaluation Schedule:** Environmental Management
   - T2.2-22 **Evaluation Schedule:** Health and Safety Requirements
   - T2.2-25 **Evaluation Schedule:** Previous experience
   - T2.2-37 **Evaluation Schedule:** Method Statement

3. General Returnable Schedules

   - T2.2-3 **Risk Elements**
   - T2.2-4 **Availability of equipment and other resources**
   - T2.2-8 **Schedule of proposed Subcontractors**
   - T2.2-9 **Insurance provided by the Contractor**
   - T2.2-10 **Site Establishment requirements**
   - T2.2-14 **Authority to submit tender**
   - T2.2-16 **Record of addenda to tender documents**
   - T2.2-17 **Compulsory Enterprise Questionnaire**
   - T2.2-18 **Form of Intent to Provide a Performance Guarantee**
   - T2.2-19 **Forecast Rate of Invoicing**
   - T2.2-24 **Capacity and Ability to Meet Delivery Schedule**
   - T2.2-27 **Broad-Based Black Economic Empowerment (B-BBEE) and Socio-Economic obligations**
T2.2-31  Integrity Pact
T2.2-33  Non-Disclosure Agreement
T2.2-34  Supplier Declaration Form
T2.2-36  Tender Declaration Form
T2.2-38  Declaration of Understanding (Environmental and Health & Safety)
T2.2-39  Supplier Development Declaration
T2.2-40  Supplier Development Plan – Annexure B
T2.2-43  RFP – Breach of Law
T2.2-50  B-BBEE Preference Points Claim Form
T2.2-51  Certificate of Acquaintance with Tender Documents

4. C1.1: Offer portion of Form of Offer & Acceptance
5. C1.2: Contract Data Part 2: Data by Contractor
6. C1.3: Form of Securities
7. C2.2: Bill of Quantities
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = \left(1 - \frac{x}{y}\right) \times 100$$

Where

- $x$ is the imported content in Rand
- $y$ is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of $x$ must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Value Added Products</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. Does any portion of the goods or services offered have any imported content?
   (Tick applicable box)

   YES  NO

3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

   The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

   Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

   NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.
TRANSEN GROUP CAPITAL  
ENQUIRY NUMBER: 1126901.C002  
DESCRIPTION OF THE WORKS: CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQURA.

---

## LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO. ……………………………………………………………………………

**ISSUED BY:** (Procurement Authority / Name of Institution):

---

**NB**

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial-development/ip.jsp](http://www.thdti.gov.za/industrial-development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………………………………………………………… (full names),
do hereby declare, in my capacity as …………………………………………………………… (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

   (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Price of the Designated commodity (Steel Value Added Products) Ex Vat</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.
(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS No. 1</td>
<td>DATE:</td>
</tr>
<tr>
<td>WITNESS No. 2</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
# Annex C

## Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of items</th>
<th>Tender price each (excl VAT)</th>
<th>Exempted imported value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
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</tr>
</tbody>
</table>

### Calculation of local content

### Tender summary

- **Tender Qty**
- **Total tender value**
- **Total exempted imported content**
- **Total imported content**

### Notes:

- VAT to be excluded from all calculations

---

**Signature of tenderer from Annex B**

**Date:**

---

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempted imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender
### Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender Description</th>
<th>Designated Products</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Exchange Rate:</th>
<th>GBP</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### A. Exempted imported content

<table>
<thead>
<tr>
<th>Tender Item No's</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred freight costs &amp; duties</th>
<th>Total landed cost &amp; VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td></td>
<td></td>
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<td>(02)</td>
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<td>(03)</td>
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</tr>
</tbody>
</table>

**Note:** VAT to be excluded from all calculations

#### B. Imported directly by the Tenderer

<table>
<thead>
<tr>
<th>Tender Item No's</th>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred freight costs &amp; duties</th>
<th>Total landed cost &amp; VAT</th>
</tr>
</thead>
<tbody>
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<td>(00)</td>
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</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Exempted imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(01)</td>
</tr>
<tr>
<td></td>
<td>(02)</td>
</tr>
</tbody>
</table>

**Total exempt imported value: R 0**

#### C. Imported by a 3rd party and supplied to the Tenderer

<table>
<thead>
<tr>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred freight costs &amp; duties</th>
<th>Total landed cost &amp; VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(00)</td>
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</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Quantity imported</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td>(02)</td>
</tr>
<tr>
<td>(03)</td>
<td>(04)</td>
</tr>
</tbody>
</table>

**Total imported value by 3rd party: R 0**

#### D. Other foreign currency payments

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>Local supplier making the payment</th>
<th>Overseas beneficiary</th>
<th>Foreign currency value paid</th>
<th>Tender Exchange Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td>(02)</td>
<td>(03)</td>
<td>(04)</td>
<td>(05)</td>
</tr>
</tbody>
</table>

**Summary of payments**

<table>
<thead>
<tr>
<th>Local value of payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
</tr>
</tbody>
</table>

**Total of foreign currency payments declared by tenderer and/or 3rd party: R 0**

**Total of imported content & foreign currency payments - (002), (004) & (005) above: R 0**

**Note:** This total must correspond with Annex C- C13.
### Annex E

**Local Content Declaration - Supporting Schedule to Annex C**

<table>
<thead>
<tr>
<th>(E1) Tender No.</th>
<th>(E2) Tender description:</th>
<th>Note: VAT to be excluded from all calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E3) Designated products:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E4) Tender Authority:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E5) Tendering Entity name:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Local Products

<table>
<thead>
<tr>
<th>Description of Items purchased</th>
<th>Local Suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E6)</td>
<td>(E7)</td>
<td>(E8)</td>
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<tr>
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</tr>
</tbody>
</table>

(E9) Total local products (Goods, Services and Works) **R 0**

(E10) Manpower costs (Tenderer's manpower cost) **R 0**

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) **R 0**

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) **R 0**

(E13) Total local content **R 0**

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

Date: __________________________

---

SATS 1286.2011
T2.2-59: CIDB Registration

Note to tenderers:
Tenderers are to indicate their CIDB Grading by filling in the table below

<table>
<thead>
<tr>
<th>CRS Number</th>
<th>Status</th>
<th>Grading</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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 in the a 6CE of class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

Signed

Date

Name

Designation

Tenderer
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)  
of  (address)  

was represented by the person(s) named below at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at:</th>
<th>eLwandle Boardroom, TNPA Admin Building (eMendi Building), Port of NGQUARA</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>31 October 2018</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Employer / Purchaser's Representative to request clarification of the tender documents until no later than three working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

| Capacity | |
|----------|

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

| Capacity | |
|----------|

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
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<tbody>
<tr>
<td>Mphoyakaomphile Ngwenya</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>31 October 2018; 10:00am</td>
</tr>
</tbody>
</table>
T2.2-2: Evaluation Schedule: Programme

The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer’s requirements and within the stipulated timeframes. The Tenderer shall produce a level 4 schedule according to the Employer’s objectives.

The tenderer shall demonstrate the following:-

- Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.
- Schedule showing Starting and Completion as listed in contract data Part One - “Data provided by the Employer” and are logically linked to activities in the schedule and to be driven by activities.
- All activities to be logically tied using a clearly defined critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as non-working periods.
- Against each activity or grouping of activities (i.e. by Construction Work Package) the Tenderer indicates its “time risk allowances” and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. These allowances are owned by the Tenderer.
- The Tenderer to clearly indicate the key milestones for all the activities.
- Provisions for quality requirements & Health & Safety requirements
- Resource loaded schedule, clearly outlining how the tenderer plans to provide the Works.
- At a minimum a Level 4 Programme is developed electronically, a soft and a hard copy to be supplied with the Tender document. This should be in a Primavera P6 Version 8.2 (preferred) or MS Projects format.
- The level of detail on the schedule should include, but not limited to, Key Milestones, Engineering Designs(if applicable), Procurement Activities, Vendor Designs, Manufacturing, Delivery, Pre-Construction Activities, Construction, Pre-Commissioning, Commissioning and Close Out activities
- The Tenderer to submit a schedule narrative which e.g. explains the schedule development, exclusions and assumptions applied on the schedule. This should include the bases used on production rates applied on the schedule.

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Activity start</th>
<th>Activity finish</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

Any other requirements for a programme stated in the Works Information, specifically a narrative supporting the programme above.
<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tender has not submitted the required information.</td>
</tr>
<tr>
<td>20</td>
<td>Tender has submitted insufficient information.</td>
</tr>
<tr>
<td>40</td>
<td>Tender shows limited suitability and capacity to meet the project requirements; programme does not show order and timing. Programme duration not realistic.</td>
</tr>
</tbody>
</table>
| 60    | Tenderers has demonstrated reasonable knowledge the development of:  
  - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date  
  - All activities are logically tied using critical path method (CPM).  
  - The programme certifies a Level 4 schedule. |
| 80    | Tenderers has demonstrated good knowledge in scheduling:  
  - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date  
  - Logical sequencing and interrelationship of activities, taking cognisance of planned construction execution, as defined in Works Information. Critical path clearly defined  
  - Level 4 schedule that is Cost and Resources loaded. |
| 100   | Tenderers has demonstrated good knowledge in scheduling:  
  - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date  
  - All activities to be logically tied using critical path method (CPM).  
  - Level 4 schedule that is Cost and Resources loaded.  
  - Project phases clearly defined. |

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

Signed

Date

Name

Position

Tenderer
T2.2-7: Evaluation Schedule: Management & CV’s of Key Persons – ECC¹

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

1. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)

2. Details of the experience of the staff who will be working on the works with respect to:
   - Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, copies of the relevant training/qualification to be provided.

3. Key personnel should include at least, amongst others:
   a) Project Managers/Contract Manager,
      - Project Manager should have a minimum qualification of diploma in Civil Engineering and extensive experience in civil works and project management knowledge and New Engineering Contract (NEC3).

   b) Construction Manager/Site Agent,
      - Construction Manager should at least have a minimum qualification of a Diploma in Civil Engineering and/or Construction Management and extensive experience in construction projects.

   c) Foreman/Supervisors
      - Construction Foreman or Supervisor should have a minimum of NTC 4 Trade Certificate in Civil Engineering with extensive experience in construction projects.

   d) Health and Safety officers,
      - Health and Safety Officer: Registered as Health and Safety Officers with SACPCMP and extensive relevant site experience.

   e) Environmental Officers,
      - Environmental Officer should at least have Environmental Management qualification and extensive relevant site experience.

   f) Quality Officer,
      - Quality officer should have at least Quality Management qualification with relevant quality experience in construction.

¹NEC3 Engineering & Construction Contract (April 2013).
<table>
<thead>
<tr>
<th>Score 0</th>
<th>General experience for Key Staff above</th>
<th>Training/Qualification</th>
<th>Knowledge of issues pertinent to the project</th>
<th>An organisation chart showing on-site and off-site management</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Failed to provide information to determine a score</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

| Score 20 | Key staff has limited recommended levels of relevant experience more than 1 years and up to 2 years' experience. | Key staff does not have project specific education, skills, training | Key staff has no experience of issues pertinent to the project. | Organisation chart showing onsite and off-site management but not all (between 1 and 3 of 6) Key staff have been included |

| Score 40 | Key staff has limited recommended levels of relevant experience above 2 years and up to 3 years' experience. | Key staff has limited levels of project specific education, skills, training | Key staff has limited knowledge of issues pertinent to the project. | Organisation chart showing onsite and off-site management but not all (4 of 6) Key staff have been included |

| Score 60 | Key staff have acceptable levels of relevant experience more than 3 years and up to 4 years' experience. | Key staff has reasonable levels of project specific education, skills, training | Key staff has reasonable knowledge of issues pertinent to the project. | Organisation chart showing onsite and off-site management but not all (5 of 6) Key staff have been included |

| Score 80 | All Key staff have acceptable levels of relevant experience more than 4 years and up to 5 years' experience. | Key staff has extensive levels of project specific education, skills, training | Key staff has extensive knowledge of issues pertinent to the project. | Organisation chart showing onsite and off-site management but not all (6 of 6) Key staff have been included |

| Score 100 | All Key staff have highly acceptable levels of relevant experience of more than 5 years' experience. | Key staff has outstanding levels of project specific education, skills, training. | Key staff has outstanding knowledge of issues pertinent to the project. | Organisation chart showing onsite and off-site management and all seven Key staff indicated on the organogram |

Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer

March 2015
T2.2-20: Evaluation Schedule: Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Specific Quality Plan for the contract.
2. Valid ISO 9001 certification
3. Index / list of procedures and method statements to be used during the contract.
4. Qualifications and experience of quality manager and officers
5. Project specific Quality Control Plan (For each task).

There must be a clear link to the communications plan, organisational structure, systems and methodology for executing such services.

<table>
<thead>
<tr>
<th>Score</th>
<th>Project Specific Quality Plan for the contract</th>
<th>Valid ISO 9001 certificate</th>
<th>Index / list of procedures / method statements to be used</th>
<th>Qualification s and experience of quality personnel</th>
<th>Project specific Quality Control Plan</th>
<th>Project specific Quality Data Book Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>No PQP submitted.</td>
<td>No ISO 9001 certificate</td>
<td>No list of procedures and method statement submitted</td>
<td>No CVs submitted</td>
<td>No QCPs submitted</td>
<td>No Quality Data book index</td>
</tr>
<tr>
<td>20</td>
<td>PQP is too general with not project specifics</td>
<td>N/A</td>
<td>Index / list of procedures and method statement is not project specific</td>
<td>CV with no quality qualifications and quality experience</td>
<td>QCPs are not project specific</td>
<td>Quality Data book index is not project specific</td>
</tr>
<tr>
<td>40</td>
<td>PQP is project specific but inadequate to cover project scope</td>
<td>N/A</td>
<td>Index / list of procedures and method statements is project specific but inadequate to cover the project scope</td>
<td>CV with less than 3 years quality experience and quality qualifications</td>
<td>QPCs are project specific but inadequate to cover project scope</td>
<td>Quality Data book index is project specific but inadequate to cover project scope</td>
</tr>
<tr>
<td>60</td>
<td>PQP shows adequate understanding of project quality requirements</td>
<td>ISO 9001 certificate has expired</td>
<td>Index / list of procedures and method statements shows adequate understanding of project quality requirements</td>
<td>CV with 3 but less than 5 years project related quality experience with quality qualifications</td>
<td>QCP's shows adequate understanding of project quality requirements</td>
<td>Data book index shows adequate understanding of project quality requirements</td>
</tr>
<tr>
<td>Score 80</td>
<td>PQP shows above average understanding of the project quality requirements</td>
<td>N/A</td>
<td>Index / list of procedures and method statements shows above average understanding of the project quality requirements</td>
<td>CV with 5-10 years project related quality experience with quality qualifications</td>
<td>QPC's shows above average understanding of the project quality requirements</td>
<td>Data book index shows above average understanding of the project quality requirements</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Score 100</td>
<td>PQP covers all and above the project quality requirements of the project scope</td>
<td>ISO 9001 certificate is valid.</td>
<td>Index / list of procedures and method statements covers all and above the project quality requirements</td>
<td>CV with more than 10 years project related quality experience with quality qualifications</td>
<td>QCP's covers all and above the project quality requirements of the project scope</td>
<td>The Data book index covers all and above the project quality requirements of the project scope</td>
</tr>
</tbody>
</table>

Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer

September 2016

Page 2 of 2

Part T2: Returnable Schedules
T2.2-20: Quality Management
T2.2-21: Evaluation Schedule: Environmental Management

1. The tenderer must provide their environmental management policy detailing the Management's commitment to preventing and controlling environmental impacts.

2. The tenderer must provide environmental specific implementation plan\(^1\) which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

   The following documents are key -
   i) Transnet SOC Limited – SHEQ Policy, \(\text{(Annexure C- Health and Safety)}\)
   ii) Transnet Capital Projects – SHEQ Policy, \(\text{(Annexure C- Health and Safety)}\)
   iii) Transnet Capital Projects - Project Construction Environmental Management Programme (CEMPR) - 1126901-RPT-00013, \(\text{(Annexure D Environmental)}\).

3. Organisational charts depicting key environmental staff must be accompanied by staff CV's showing staff competencies relevant to environmental management functions, together with qualifications and utilization of listed environmental staff.

4. Tenderer to provide a signed declaration of understanding (Form ENV-FAT-0002 - T2.2-38) as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements as may be required by 2 (I-ii) above or any other supplementary information provided.

5. The tenderer must provide a list of projects where environmental management has been required on contracts executed by his/her company including brief description of environmental management requirements and client reference contact details.

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

\(^1\)Note: This is not a generic environmental management plan. It must address the project-specific environmental issues.
The scoring of the Tenderer’s Environmental Management submission will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>No response.</td>
</tr>
<tr>
<td>20</td>
<td>Items 4 and 6 of the above returnable documents have been provided. Implementation plan included but incomplete [no referencing of project specific documents listed in 2 (i-iii) above] and most unlikely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td>40</td>
<td>Items 1, 4 and 6 of the above returnable documents have been provided. Implementation plan included but incomplete [inadequate referencing of project specific documents listed in 2 (i-iii) above] and unlikely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td>60</td>
<td>Items 1, 3, 4 and 6 of the above returnable documents have been provided. Implementation plan included and possibly able to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td>80</td>
<td>Items 1, 3, 4, 5 and 6 of the above returnable documents have been provided. Implementation plan included and likely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td>100</td>
<td>Items 1, 3, 4, 5 and 6 of the above returnable documents have been provided. In addition to the implementation plan having been included and is likely to ensure compliance with stated <em>Employer’s Works Information</em>, the tenderer has shown a certain degree of innovation.</td>
</tr>
</tbody>
</table>

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

**Attached submissions to this schedule:**

<table>
<thead>
<tr>
<th>Submission Details</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender.

1. Valid letter of good standing with insurance body
2. Company Health and Safety Policy is signed and dated
3. Roles and responsibilities of legal appointees, including but not limited to Safety Officer with proof of CV and registration with SACPCMP
4. Overview of Risk Assessment process with project specific examples
5. Project specific Health and Safety Plan in line with Project Specification 1126901-SP-0001 (Annexure C)
6. Six months synopsis of SHE incidents, description, type and action taken
7. Health and Safety challenges envisaged for this project and how they will be addressed and overcome
8. Completed Health Questionnaire (templates attached)
9. Completed Health Safety Cost Breakdown (template attached)

<table>
<thead>
<tr>
<th>Score 0</th>
<th>No information provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Tenderer’s submission lacks convincing evidence that the tenderer understands the health and safety requirements for this project. Tenderer’s Safety Officer has less than 1 year’s experience on smaller sized projects with no proof of SACPCMP registration. LOGS have expired. HS Policy provided but not signed/dated. Roles and responsibilities provided for Safety Officer only. Risk assessment methodology not clear with no examples submitted. Generic health and safety plan submitted with reference to previous projects. Very little information on incidents statistics with no description/type/corrective action provided. Health and safety challenges identified are generic with no mitigations. Safety questionnaire is incomplete. Cost breakdown sheet is incomplete.</td>
</tr>
<tr>
<td>Score 40</td>
<td>The tenderer’s response does not address all the requirements of the health and safety criteria. Tenderer’s Safety Officer has from 1 up to 2 years’ experience on similar sized projects with no proof of registration with SACPCMP. Medium risk that project requirements will be achieved with minimum information provided on roles and responsibilities for 2 to 3 mentioned legal appointees. Risk assessment methodology is not clear with examples submitted but not specific to the project. Health and Safety plan is not aligned with Project Specification and does not address key health and safety issues. Incident statistics provided but no corrective actions mentioned or corrective actions not aligned to incident description. Health and safety challenges identified are specific to the project but no submission on how it will be overcome.</td>
</tr>
<tr>
<td>Score 60</td>
<td>The tenderer’s response meets the minimum requirements of the health and safety criteria. Tenderer’s Safety Officer has from 3 up to 4 years’ experience on similar sized projects with proof submitted of registration with SACPCMP. Acceptable evidence that the project requirements will be achieved with acceptable information provided on roles and responsibilities for 4 to 5 mentioned legal appointees. Risk assessment methodology is adequately defined with a project specific baseline provided. Health and Safety plan meets the minimum requirements of the project. Requested information is provided regarding incident statistics. A minimum of 1 to 2 project specific health and safety challenges were identified with mitigation measures.</td>
</tr>
<tr>
<td>Score 80</td>
<td>The tenderer’s response meets all the requirements of the health and safety criteria and demonstrates real understanding and evidence of ability to achieve project requirements. Tenderer’s Safety Officer has from 5 up to 6 years’ experience on similar sized projects with proof submitted of registration with SACPCMP. More than acceptable evidence that the project requirements will be achieved through detailed information provided on roles and responsibilities for 6 to 8 mentioned legal appointees. Risk assessment methodology is well defined with a project specific baseline as well as</td>
</tr>
</tbody>
</table>
**TRANSEN GROUP CAPITAL**  
**ENQUIRY NUMBER:** 1126901.C002  
**DESCRIPTION OF THE WORKS:** CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQURA.

<table>
<thead>
<tr>
<th><strong>Score 100</strong></th>
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</thead>
<tbody>
<tr>
<td>The tenderer’s response exceeds the requirements of the health and safety criteria and the submission provides real confidence, evidence and assurance that the tenderer will achieve above compliance to requirements over and above the requirements provided. Tenderer’s Safety Officer has more than 7 years’ experience on similar and larger sized projects with proof submitted of registration with SACPCMP. Assurance is provided through comprehensive and detailed information on roles and responsibilities of &gt; 8 legal appointees. A well-defined and comprehensive risk assessment methodology with a comprehensive project specific baseline as well as &gt;2 activity specific examples provided. Health and safety plan is comprehensive, detailed, project specific, aligned and covers all activities relating to the project. Incident statistics information is provided with detailed explanations and relevant mitigations put in place in excess of requested information such as incident analysis/graphs. Identification of &gt;5 project specific health and safety challenges were identified with relevant and practical mitigation measures identified.</td>
</tr>
</tbody>
</table>

**Attached submissions to this schedule:**

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
</table>
Contractor Safety Questionnaire

1. Safe Work Performance

1A Injury Experience / Historical Performance - Alberta

Use the previous three years injury and illness records to complete the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of medical treatment cases</th>
<th>Number of restricted work day cases</th>
<th>Number of lost time injury cases</th>
<th>Number of fatal injuries</th>
<th>Total recordable frequency</th>
<th>Lost time injury frequency</th>
<th>Number of worker manhours</th>
</tr>
</thead>
</table>

1. Medical Treatment Case: Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician.

2. Restricted Work Day Case: Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties.

3. Lost Time Injury Cases: Any occupational injury that prevents the worker from performing any work for at least one day.

4. Total Recordable Frequency: Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours.

5. Lost Time Injury Frequency: Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours.

1B Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

<table>
<thead>
<tr>
<th>Industry Code:</th>
<th>Industry Classification:</th>
</tr>
</thead>
</table>

Year:

Industry Rate:

Contractor Rate:

% Discount or Surcharge:

Is your Workers' Compensation account in good standing?  Yes  No

(Please provide letter of confirmation)

2. Citations

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

If yes, provide details:

2B Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?  Yes  No

If yes, provide details:
### Contractor Safety Questionnaire

#### 3. Citations

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your company have a Certificate of Recognition?</td>
<td></td>
<td></td>
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<tr>
<td>If yes, what is the Certificate No:</td>
<td></td>
<td></td>
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<tr>
<td>Issue Date:</td>
<td></td>
<td></td>
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</tbody>
</table>

#### 4. Safety Program

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A Do you have a written safety program manual?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Yes, provide a copy for review</td>
<td></td>
<td></td>
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<tr>
<td>4B Do you have a pocket safety booklet for field distribution?</td>
<td></td>
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<tr>
<td>If Yes, provide a copy for review</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4C Does your safety program contain the following elements:</td>
<td></td>
<td></td>
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<tr>
<td>Corporate Safety Policy</td>
<td></td>
<td></td>
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<tr>
<td>Incident Notification Policy</td>
<td></td>
<td></td>
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<tr>
<td>Recordkeeping &amp; Statistics</td>
<td></td>
<td></td>
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<tr>
<td>Reference to Legislation</td>
<td></td>
<td></td>
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<tr>
<td>General Rules &amp; Regulations</td>
<td></td>
<td></td>
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<tr>
<td>Progressive Discipline Policy</td>
<td></td>
<td></td>
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<tr>
<td>Responsibilities</td>
<td></td>
<td></td>
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<tr>
<td>PPE Standards</td>
<td></td>
<td></td>
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<tr>
<td>Environmental Standards</td>
<td></td>
<td></td>
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<tr>
<td>Modified Work Program</td>
<td></td>
<td></td>
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<tr>
<td>Equipment Maintenance</td>
<td></td>
<td></td>
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<tr>
<td>Emergency Response</td>
<td></td>
<td></td>
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<tr>
<td>Hazard Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safe Work Practices</td>
<td></td>
<td></td>
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<tr>
<td>Safe Work Procedures</td>
<td></td>
<td></td>
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<tr>
<td>Workplace Inspections</td>
<td></td>
<td></td>
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<tr>
<td>Investigation Process</td>
<td></td>
<td></td>
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<tr>
<td>Training Policy &amp; Program</td>
<td></td>
<td></td>
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<tr>
<td>Communication Processes</td>
<td></td>
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</tbody>
</table>

#### 5. Training Program

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>5A Do you have an orientation program for new hire employees?</td>
<td></td>
<td></td>
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<tr>
<td>If Yes, include a course outline. Does it include any of the following:</td>
<td></td>
<td></td>
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<tr>
<td>General Rules &amp; Regulations</td>
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<tr>
<td>Emergency Reporting</td>
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<tr>
<td>Injury Reporting</td>
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<tr>
<td>Legislation</td>
<td></td>
<td></td>
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<tr>
<td>Right to Refuse Work</td>
<td></td>
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<tr>
<td>Personal Protective Equipment</td>
<td></td>
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<tr>
<td>Emergency Procedures</td>
<td></td>
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<tr>
<td>Project Safety Committee</td>
<td></td>
<td></td>
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<tr>
<td>Housekeeping</td>
<td></td>
<td></td>
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<tr>
<td>Ladders &amp; Scaffolds</td>
<td></td>
<td></td>
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<tr>
<td>Fall Arrest Standards</td>
<td></td>
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<tr>
<td>Aerial Work Platforms</td>
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<tr>
<td>Confined Space Entry</td>
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<tr>
<td>Trenching &amp; Excavation</td>
<td></td>
<td></td>
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<tr>
<td>Signs &amp; Barricades</td>
<td></td>
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<tr>
<td>Dangerous Holes &amp; Openings</td>
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<td></td>
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<tr>
<td>Rigging &amp; Cranes</td>
<td></td>
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<tr>
<td>Mobile Vehicles</td>
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<tr>
<td>Preventative Maintenance</td>
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<tr>
<td>Hand &amp; Power Tools</td>
<td></td>
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<tr>
<td>Fire Prevention &amp; Protection</td>
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<tr>
<td>Electrical Safety</td>
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<tr>
<td>Compressed Gas Cylinders</td>
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<tr>
<td>Weather Extremes</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>5B Do you have a program for training newly hired or promoted supervisors?</td>
<td></td>
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<tr>
<td>If Yes, submit an outline for evaluation. Does it include instruction on the following:</td>
<td></td>
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<tr>
<td>Employer Responsibilities</td>
<td></td>
<td></td>
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<tr>
<td>Safety Communication</td>
<td></td>
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</tbody>
</table>
## Contractor Safety Questionnaire

<table>
<thead>
<tr>
<th>Employee Responsibilities</th>
<th>First Aid/Medical Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Diligence</td>
<td>New Worker Training</td>
</tr>
<tr>
<td>Safety Leadership</td>
<td>Environmental Requirements</td>
</tr>
<tr>
<td>Work Refusals</td>
<td>Hazard Assessment</td>
</tr>
<tr>
<td>Inspection Processes</td>
<td>Pre-Job Safety Instruction</td>
</tr>
<tr>
<td>Emergency Procedures</td>
<td>Drug &amp; Alcohol Policy</td>
</tr>
<tr>
<td>Incident Investigation</td>
<td>Progressive Disciplinary Policy</td>
</tr>
<tr>
<td>Safe Work Procedures</td>
<td>Safe Work Practices</td>
</tr>
<tr>
<td>Safety Meetings</td>
<td>Notification Requirements</td>
</tr>
</tbody>
</table>

### 6. Safety Activities

<table>
<thead>
<tr>
<th>6A</th>
<th>Do you conduct safety inspections?</th>
<th>Yes</th>
<th>No</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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<tbody>
<tr>
<td></td>
<td>Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)</td>
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<td></td>
<td>Who follows up on inspection action items?</td>
<td>Yes</td>
<td>No</td>
<td>Daily</td>
<td>Weekly</td>
<td>Biweekly</td>
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<tr>
<td></td>
<td>6B</td>
<td>Do you hold site safety meetings for field employees?</td>
<td>Yes</td>
<td>No</td>
<td>Daily</td>
<td>Weekly</td>
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<td></td>
<td>If Yes, how often?</td>
<td></td>
<td></td>
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<td></td>
<td>6C</td>
<td>Do you hold site meetings where safety is addressed with management and field supervisors?</td>
<td>Yes</td>
<td>No</td>
<td>Weekly</td>
<td>Biweekly</td>
</tr>
<tr>
<td></td>
<td>6D</td>
<td>Is pre-job safety instruction provided before to each new task?</td>
<td>Yes</td>
<td>No</td>
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<td></td>
<td>Is the process documented?</td>
<td>Yes</td>
<td>No</td>
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<td></td>
<td>Who leads the discussion?</td>
<td></td>
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<td></td>
<td>6E</td>
<td>Do you have a hazard assessment process?</td>
<td>Yes</td>
<td>No</td>
<td></td>
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<td></td>
<td>Are hazard assessments documented?</td>
<td>Yes</td>
<td>No</td>
<td></td>
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<td></td>
<td>If yes, how are hazard assessments communicated and implemented on each project?</td>
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<td></td>
<td>Who is responsible for leading the hazard assessment process?</td>
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<td></td>
<td>6F</td>
<td>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<td></td>
<td>6G</td>
<td>How does your company measure its H&amp;S success?</td>
<td>Attach separate sheet to explain</td>
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</tbody>
</table>

### 7. Safety Stewardship

<table>
<thead>
<tr>
<th>7A</th>
<th>Are incident reports and report summaries sent to the following and how often?</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project/Site Manager</td>
<td></td>
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<td></td>
<td>Vice President/Managing Director</td>
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<tr>
<td></td>
<td>Safety Director/Manager</td>
<td></td>
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<tr>
<td></td>
<td>President/Chief Executive Officer</td>
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</tbody>
</table>
### Contractor Safety Questionnaire

<table>
<thead>
<tr>
<th><strong>7B</strong></th>
<th>How are incident records and summaries kept? How often are they reported internally?</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incidents totaled for the entire company</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Incidents totaled by project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotaled by superintendent</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotaled by foreman</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>7C</strong></th>
<th>How are the costs of individual incidents kept? How often are they reported internally?</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs totaled for the entire company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs totaled by project</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotaled by superintendent</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotaled by foreman/general foreman</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>7D</strong></th>
<th>Does your company track non-injury incidents?</th>
<th>Yes</th>
<th>No</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Near Miss</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Property Damage</td>
<td></td>
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<tr>
<td>Fire</td>
<td></td>
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<td></td>
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<tr>
<td>Security</td>
<td></td>
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<tr>
<td>Environmental</td>
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</tbody>
</table>

### 8. Personnel

List key health and safety officers planned for this project. Attach resume.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position / Title</th>
<th>Designation</th>
</tr>
</thead>
</table>

Supply name, address and phone number of your company’s corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone Number</th>
</tr>
</thead>
</table>

Other responsibilities:

### 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

<table>
<thead>
<tr>
<th>Name and Company</th>
<th>Address</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer (Company)</td>
<td>Responsible Person</td>
<td>Designation</td>
</tr>
<tr>
<td>--------------------</td>
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<tr>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project/Tender Title</th>
<th>Project/Tender No.</th>
<th>Project Location / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

Total Health and Safety Cost (R)  
Total Tender Value (R)  
H&S Cost as % of Tender value %
T2.2-25: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works, and shall provide detailed reference list with contact details of existing customers and also indicate previous experience in civil construction.

The construction of civil works should be considered as an indication of previous completed projects with regard to supply and installation Fencing, Paving and Storm water services.

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed or provide a list as a separate attachment:

<table>
<thead>
<tr>
<th>Clients</th>
<th>Client contact details</th>
<th>Project Description</th>
<th>Year of project completion</th>
<th>Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Index of documentation attached to this schedule

List of references:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>score 0</td>
<td>Failed to provide information to determine a score.</td>
</tr>
<tr>
<td>score 20</td>
<td>Tenderer has no experience in construction of a similar nature and/or has undertaken less than 2 project of similar nature.</td>
</tr>
<tr>
<td>score 40</td>
<td>The tenderer has successfully completed 3 project of similar nature.</td>
</tr>
<tr>
<td>score 60</td>
<td>The tenderer has successfully completed 4 project of similar nature.</td>
</tr>
<tr>
<td>score 80</td>
<td>The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances, and has successfully completed 5 similar projects.</td>
</tr>
<tr>
<td>score 100</td>
<td>The tenderer has outstanding experience in projects of a similar nature and has successfully completed more than 5 similar projects.</td>
</tr>
</tbody>
</table>

Signed ________________________________ Date ________________________________

Name ________________________________ Position ________________________________

Tenderer ________________________________

March 2015
T2.2-37: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement
In addition to general methodology for the project please provide specific information for the following information:

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should indicating the linkage to the programme (as per returnable schedule T2.2.2). Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed (as per returnable schedule T2.2.3).

The Approach Paper should cover:

1. Outline of proposed approach
2. Narrative related to the programme
3. Detailed method statement, technical approach and construction sequencing in terms of the Works Information
4. Demonstrate an understanding of the project objectives
5. Detailed list of equipment and number thereof to execute the works, and areas it will be utilised (as per returnable schedule T2.2.4)

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

1. Construction of the civil works:
   a. Installation of Palisade fencing
   b. Installation of G-block paving
   c. Storm water management services.

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Failed to provide information. No response.</td>
</tr>
<tr>
<td>20</td>
<td>The technical approach will not satisfy project objectives.</td>
</tr>
<tr>
<td>40</td>
<td>The technical approach is unlikely to satisfy project objectives. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. Generic and / or non-project specific information provided.</td>
</tr>
<tr>
<td>60</td>
<td>Although approach is generic and not tailored to address the specific project objectives, the approach does adequately deal with the critical characteristics of the project;</td>
</tr>
<tr>
<td>80</td>
<td>Project specific method statement provided with sound technical input. Method statements found to be effective methods for completing the works and shows good understanding to complete the works. The approach does adequately deal with the critical characteristics of the project and relates to the programme.</td>
</tr>
<tr>
<td>100</td>
<td>Besides meeting the “80” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.</td>
</tr>
</tbody>
</table>
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ____________________________ Date ____________________________

Name ______________________________ Position __________________________

Tenderer ____________________________

March 2015

Page 2 of 2
T2.2-3: Risk Elements

Tenderers to review the potential risk elements as per the ISO 31000 Risk Management standard associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule. The tender to demonstrate the experience in, identifying risk, measure risks, analyse risk, mitigate risk, monitor and control risk, assign risk owner, action plan dates. The documents should:

- Present Project Risk management Plan
- Present Project Risk Management Policy and Procedure
- Present how Project Risk Management will be implemented/ executed in the projects
- Present how Project Risks will be reported internally to project and externally within organization

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.

The scoring of the risk management will be as follows:

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

Signed

Date

Name

Position

Tenderer

September 2016

Page 1 of 1
T2.2-4: Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item. Amongst others, he needs to provide detailed schedules of the following:

- Material delivery schedule
- Plant schedule
- Labour schedule

<table>
<thead>
<tr>
<th>Number of Equipment</th>
<th>Equipment Type – Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer

March 2015
T2.2-8: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
<th>B-BBEEE Level, Certificates to be attached</th>
<th>Value of subcontracted Work (excl. 14% Vat)</th>
<th>% Ownership Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer

Signed

Date

Name

Position

Tenderer
T2.2-9: 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.

<table>
<thead>
<tr>
<th>Insurance against (See clause 84.2 of the ECC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of or damage to the <em>works</em>, Plant and Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss of or damage to Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for loss or damage to property</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(except the <em>works</em>, Plant and Materials and Equipment) and liability for bodily injury to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>or death of a person (not an employee of the <em>Contractor</em>) caused by activity in connection with this contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the <em>Contractor</em> arising out of and in the course of their employment in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(Other)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed __________________________ Date __________________________

Name __________________________ Position __________________________

Tenderer __________________________
15 May 2017

To whom it may concern,

CONFIRMATION OF INSURANCE: TRANSNET (SOC) Limited – Professional Indemnity Insurance

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

INSURED: Transnet Group Capital

THE INSURED’S VAT NO: 4720103177

THE INSURED’S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

THE PREMISES: 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 (if existing) 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 and to the extent permitted by the applicable insurance acts, the territories of Lesotho, Namibia, Swaziland, Botswana, Zimbabwe, Malawi, Angola, Zambia and Mozambique.

CO-INSURED’S:

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; 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.
PROFESSIONAL INDEMNITY

Design and Construction
Deductibles

R500,000,000 in the aggregate plus 1 reinstatement
R2,000,000 each and every but R10,000 in respect of extensions.

Policy Extensions:
Claims Preparation Costs
Statutory Legal Defence Costs
Loss of Documents
Infringement of Copyright
Defamation
Dishonesty of Employees
Cross Liabilities
No Contractual limit of Liability
Extended Reporting Option
Consequential Loss

R7,500,000
R5,000,000
R2,000,000
R5,000,000
R5,000,000

Important:
The "Certificate" of Insurance cover arranged is issued as a matter of information only and confers no rights upon certificate holder. This certificate does not amend or alter the coverage afforded by the policy.

Yours Sincerely,

Shivien Pillay
Client Executive
Willis Towers Watson
Willis South Africa (Pty) Ltd, Illovo Edge, 1 Harries Road, Illovo, Johannesburg 2196

S: +27 (0)11 535 5400
D: +27 (0)11 082 8763
M: +27 (0)84 603 6741
shivien.pillay@willistowerswatson.com
willistowerswatson.com
T2.2-10: Site Establishment / Laydown Area

Tenderers to indicate their Site establishment and/or laydown area requirements:

Signed

Date

Name

Position

Tenderer

September 2016

Part T2: Returnable Schedules
T2.2-10: Site Establishment

Page 1 of 1
T2.2-14: 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.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Certificate for Company

I, ____________________________, chairperson of the board of directors of ____________________________, hereby confirm that by resolution of the board taken on ____________________________, 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
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
**T2.2-16: Record of Addenda to Tender Documents**

We confirm 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 tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td>5</td>
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<td>6</td>
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<td>7</td>
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<td>8</td>
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<tr>
<td>9</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed ____________________________ Date ____________________________

Name ____________________________ Position ____________________________

Tenderer ____________________________
T2.2-17: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Section 5: Particulars of companies and close corporations

Company registration number ..........................................................

Close corporation number ............................................................

Tax reference number ...................................................................

September 2016

Page 1 of 4

Part T2: Returnable Schedules

T2.2-17: Compulsory Questionnaire
Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity
☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
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<td></td>
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</tbody>
</table>

*insert separate page if necessary*
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
T2.2-18: Form of Intent to Provide a Performance Guarantee

Secondary Option X13 of NEC3 ECC documents allows for provision of a performance guarantee from an approved financial institution which the Employer has accepted.

For this contract only performance guarantees provided by a financial institution registered in South Africa will be accepted.

It is hereby agreed 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 4 (four) 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
T2.2-27: BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Respondents are to note that Transnet will allow a “preference” to companies who provide a valid B-BBEE Verification Certificate.

Tenders are required to complete Section 7 [the B-BBEE Preference Points Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenders are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit a valid and original (or certified copy) as proof of the Tenderer’s compliance with the B-BBEE requirements stipulated in Section 8 of this Tender (the B-BBEE Preference Points Claim Form) at the Closing Date of this Tender, will result in a score of zero being allocated for B-BBEE.

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

<table>
<thead>
<tr>
<th>Enterprise</th>
<th>Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
<tr>
<td>QSE</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
<tr>
<td></td>
<td>Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)</td>
</tr>
<tr>
<td>EME</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
<tr>
<td></td>
<td>Sworn Affidavit</td>
</tr>
<tr>
<td></td>
<td>Certificate issued by CIPC (formerly CIPRO)</td>
</tr>
<tr>
<td></td>
<td>Auditor or Accounting Officer (only in terms of 2007 Codes)</td>
</tr>
</tbody>
</table>

5.1 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this tender as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%]
split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Tenders are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this tender will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators1.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 B-BBEE Improvement Plan

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

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1 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans’ Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

September 2016
Tenderers with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for tenderers to comply with this may result in suspension from the list until such time as they improve their black ownership to 51%.

5.4 Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP's to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TGC maximises the value and impact of Supplier Development initiatives executed on its projects. Tenderers are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TGC, as and when tenders are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which tenderers are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP's.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
Important Note: All potential Bidders must read this document and certify in the RFP Declaration Form that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

T2.2-31 INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Bidder")
PREMISE

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.
3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier 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 BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

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

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid 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 bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

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

f) bidding with the intention of not winning the Bid.

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 Bid relates.

4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder’s / Supplier’s application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

6.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

6.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

   a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
   b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
   c) has carried out any contract resulting from such bid 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.
6.7 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 Register of Tender Defaults.

6.8 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 any 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 Bidder / Supplier 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 Bidder’s / Supplier’s database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFx 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder / Supplier; and

f) Exclude the Bidder / Supplier from entering into any bid 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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 supplier make a false statement either in giving evidence or on an affidavit;

c) Scurrilous allegations: where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) Abuse of court process: when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

SIGNED at ______________________ on this _____ day of _______________ 20___

_________________________________________   __________________________
SIGNATURE OF WITNESS

oooOOOooo
T2.2-33: Mutual Non-Disclosure Agreement

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

This Agreement is made effective as of .......... day of .................................. 20..... by and between:

Transnet SOC Ltd (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or construction of CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQUARA. Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

"Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;

3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

3.3. is developed by the receiving party through its independent resources without reference to the disclosing party’s Confidential Information;

September 2016
3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not
be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary’s business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party’s use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

______________________________

Date

______________________________

Name

Position

______________________________

Tenderer
T2.2-34: SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

In addition, please 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.

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’s 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. As per the communique dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the ‘Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
## 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/](https://secure.csd.gov.za/) before applying to Transnet.

### CSD Number (MAAA xxxxxxx):

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Institution</td>
<td>Non-profit (NPO's or NPC)</td>
<td>Personal Liability Co</td>
<td>State Owned Co</td>
<td>National Govt</td>
<td>Provincial Govt</td>
<td>Local Govt</td>
</tr>
<tr>
<td></td>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

**Did your company previously operate under another name?**

- Yes
- No

**If YES state the previous details below:**

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>Registered Name</th>
<th>Company Registration No Or ID No If a Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<td>Personal Liability Co</td>
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<td>Provincial Govt</td>
<td>Local Govt</td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Bank Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Company Physical Address**

<table>
<thead>
<tr>
<th>Code</th>
</tr>
</thead>
</table>

**Company Postal Address**

<table>
<thead>
<tr>
<th>Code</th>
</tr>
</thead>
</table>

**Company Telephone number**

**Company Fax Number**

**Company E-Mail Address**

**Company Website Address**

**Company Contact Person Name**

**Designation**


**Transnet Group Capital**

**Enquiry Number:** 1126901.C002

**Description of the Works:** Civil works for the berth B100 at the Port of Ngqura.

---

**Telephone**

**Email**

**Is your company a Labour Broker?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Main Product / Service Supplied e.g., Stationary / Consulting / Labour etc.**

**How many personnel does the business employ?**

<table>
<thead>
<tr>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

**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**

<table>
<thead>
<tr>
<th>&lt;R10 Million</th>
<th>&gt;R10 Million &lt;R50 Million</th>
<th>&gt;R50 Million</th>
</tr>
</thead>
</table>

**Does your company have a valid B-BBEE certificate?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Please indicate your Broad Based BEE status (Level 1 to 9):**

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

**Majority Race of Ownership**

<table>
<thead>
<tr>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% White Ownership</th>
<th>% Indian Ownership</th>
<th>% Coloured Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please Note:** Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide 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**

<table>
<thead>
<tr>
<th>EMPOWERING SUPPLIER</th>
<th>YES</th>
<th>NO</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>* if Yes- Attach supporting documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
</tbody>
</table>

**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**

**Stamp And Signature Of Commissioner Of Oaths**

**Name and Surname**

**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 R1 million 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
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, ____________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

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 authorized to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

| 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 naturalization - 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 |

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 Woman 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 youth 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 disabled 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 _________% by Black people living in rural and under developed areas 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 _________% by military veterans 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;

Based on the management accounts and other information available for the _______ financial year, the income did not exceed R10,000,000.00 (ten million rand).

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

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black owned</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

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

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

Name & Surname Signature & Stamp
SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, __________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
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</table>

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 authorized to act on its behalf:

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<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
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<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
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**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 naturalization -
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

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 Woman 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 Youth 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 disabled 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 ____________% by Black people living in rural and under developed areas 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 ____________% by military veterans 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,

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 below table the B-BBEE Level Contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% Black Owned</th>
<th>Level One (135% B-BBEE procurement recognition level)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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

..............................................................
TRANSPORT GROUP CAPITAL
ENQUIRY NUMBER: 1126901.C002
DESCRIPTION OF THE WORKS: CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQURA.

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Signature &amp; Stamp</th>
</tr>
</thead>
</table>

T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: __________________________________________

We ____________________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

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

ADDRESS:

________________________________________________________

________________________________________________________

________________________________________________________

Indicate nature of relationship with Transnet:

________________________________________________________

________________________________________________________

________________________________________________________

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

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

September 2016
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

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

SIGNED at __________________________ on this ______ day of _______ 20____

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td></td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
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<tbody>
<tr>
<td>Position:</td>
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<td>Signature:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>

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<tr>
<th>Date:</th>
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<tbody>
<tr>
<td>Place:</td>
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</tbody>
</table>
T2.2-38 Declaration of Understanding

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DOCUMENT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>CONTRACT NO:</td>
</tr>
</tbody>
</table>

I,

(Name)  (Designation)

(Representing)

Declare that I have read and understand the contents of the CEMPr and TCP Environmental Governance Framework 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.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness 1:</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Witness 2:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

September 2016  Part T2 : Returnable Schedule
T2.2-38 Declaration of Understanding
T2.2-39: SUPPLIER DEVELOPMENT COMMITMENT:

Respondents are required to indicate whether they agree/do not agree to commit that not less than 30% of the contract value will be spent cumulatively on Supplier Development Initiatives. This commitment must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Returnable T2.2-40]:

- Job Creation (6.25%)
- Skills Development (3.75%)
- Regional Spend (11.25%)
- Local Economic Development (3.75%)

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with Supplier Development commitments that I/we have secured with Transnet:

______________________________

SIGNED at ________________________ on this _____ day of ___________ 20__

______________________________  ______________________________
SIGNATURE OF WITNESS       SIGNATURE OF RESPONDENT
T2.2-40: Returnable Schedule - Transnet Supplier Development

1.0 Aim and Objectives:

Historically in South Africa there has been a lack of investment in infrastructure, skills, capability and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path (NGP) developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. The key focuses of the NGP include:

- Increasing employment intensity of the economy;
- Increasing the responsiveness of infrastructure and addressing competitiveness;
- Balancing spatial development of rural areas and poorer provinces;
- Reducing the carbon intensity of the economy;
- Creating opportunities in changing regional and global environments, and
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Transnet, as a State Owned Enterprise (SOE), plays an important role to ensure these objectives are met. Therefore, the purchasing of goods and services needs to be aligned to government objectives of developing and transforming the local supply base. Transnet’s mission is to transform its supplier base by engaging in targeted supplier development (SD) initiatives to support localisation and industrialisation whilst providing meaningful opportunities for black South Africans with a particular emphasis on:

- Youth;
- Black women;
- Small businesses;
- People with disabilities.

2.0 Tenderer Requirements:

Failure to submit and comply with the eligibility criteria relating to F2.1 of tender data will result in a tender being disqualified or being deemed non-responsive.

3.0 Supplier Development:

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet's SD Guideline Document for completion of the SD Plan in Annexure A. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.
Transnet fully endorses and supports Government’s New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, the consultant shall submit Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

The table below sets out the categories that the comprehensive Supplier Development Plan should contain.

The following Supplier Development (SD) focus areas have been identified which forms part of the evaluation criteria, namely:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills development</td>
<td>Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.</td>
</tr>
<tr>
<td>Job creation</td>
<td>The increase in the number of jobs, by the Consultant, as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration.</td>
</tr>
<tr>
<td>Small business promotion</td>
<td>The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.</td>
</tr>
<tr>
<td>Rural Integration and Local Economic Development</td>
<td>Social Economic Development Programs targeted at: Education, Health, Water, Sanitation etc</td>
</tr>
</tbody>
</table>

In response to this tender all tenderers are required to submit an appropriate SD Plan. Annexure A provides a SD Guideline Document for completion of the SD Plan.

This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.
**SD Plan Document:** Your SD Plan constitutes an offer to perform all SD commitments at the price indicated in Annexure B and will represent a binding commitment at Contract Date (Refer to as per the additional conditions of the contract (Z1.1 –Z1.8) found in the contract data (C1.2))

Attached herewith the following documentation:

- **SD Plan Guideline Document – Annexure A**

This document must be used as a guideline to complete the SD Plan Document.

- **SD Plan Template – Annexure B**
  
  **Note:**
  - Should a JV be envisaged, the principal respondent is required to submit the required response as indicated above.

Signed ___________________________________ Date __________________________

Name ___________________________________ Designation ______________________

Tenderer ______________________________________
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Note
For the purposes of this document, any reference to a/the “Supplier/Service Provider” shall be construed to mean a reference to a Respondent (in terms of this RFP) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.
ANNEXURE A

SUPPLIER DEVELOPMENT GUIDELINE DOCUMENT
[August 2016]
1 What is Supplier Development?

The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capability and capacity of the South African supply base where there are comparative advantages and potential for local or regional supply. This can be achieved through skills transfer, as well as building new capability and capacity in the South African supply base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

2 Background and Guidance on the Supplier Development Objectives for South Africa

As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has negatively impacted on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, Government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa.

One of these Government policies, the New Growth Path (NGP) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa’s developmental agenda.

Transnet’s SD effort is closely aligned to the NGP objectives and as a result we are able to fulfil our commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives including increasing productivity and efficiency, volume growth, capital investment, financial stability, funding, human capital, SHEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government will be realised through:

- aggressively implementing capital investment plans which will result in competitive local industries;
- improving operational efficiency;
- using procurement to influence the development of the local supplier industry; and
- ensuring it creates sufficient economic opportunities for the participation of previously disadvantaged groups.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through the sustainable growth of capability and capacity in South Africa’s supply chain and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry and the people of South Africa. As a result this State Owned Company (SOC) is able to fulfil its responsibility as the biggest link in the South African freight logistics chain whilst complementing the objectives of Government.
3 Transnet's Supplier Development Objectives and Framework

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix.

This framework encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a framework that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC³ Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.

![IC³ Supplier Development Classification Matrix](image)

**Value Leverage** refers to transactions where the financial scale of the transaction allows the buyer the opportunity to negotiate supplier development.

**Industrial Leverage** refers to transactions whereby the nature of the procurement is such that the scale and the industrial complexity of the item being purchased allows for local supply chain development around a particular industry.

**Strategic Importance to Transnet** refers to the extent to which the product to be procured has an impact on Transnet’s core business.

**Figure 1: The IC³ Supplier Development Classification Matrix**

In order for Suppliers/Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each quadrant is required.

3.1 Programmatic

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet’s balance sheet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant,
technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

3.2 Strategic

Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational corporations and Original Equipment Manufacturers (OEMs) to develop a certain percentage of their products locally. Strategic initiatives can therefore be used to achieve Transnet’s objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require Government support to develop local capability.

3.3 Focused

Focused initiatives include all high value transactions with limited industrial leverage and medium to low strategic importance. These initiatives address short to medium-term contracts that can be leveraged to encourage Supplier Development, with a focus on investment in technology or skills to enhance existing local capability. Emphasis will largely be placed on benefiting previously disadvantaged individuals. The overall result improves the socio-economic environment by creating competitive local suppliers and furthers objectives of empowerment, transformation and regional development.

3.4 Small Enterprise Development

Small Enterprise Development initiatives are typically of low value and have no industrial leverage as they are characterised by typically low complexity goods and high competition. These initiatives concentrate on increasing the capability of small local suppliers and are targeted toward historically disadvantaged individuals and communities, providing basic skills development and improving local employment and quality job creation. It includes a wide range of non-financial services that help entrepreneurs start new business and grow existing ones.

4 Response based on the IC³ Matrix Quadrants

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Supplier/Service Provider is expected to formulate a SD Plan to identify the opportunities that it will pursue. Ideally the SD Bid Plan should address factors that are specific to the applicable quadrant of the IC³ matrix.

Transnet has identified a number of opportunities which may aid a Supplier/Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Supplier/Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.
Figure 2: Transnet value capture through supplier influence

4.1 **Programmatic**

The strategic objective of "Programmatic transactions" is to assist Government to achieve its industrialisation objectives through the development of the local supplier base, in order to increase the cost efficiency of SOC procurement, support and maintenance programmes. In order to satisfy this objective a number of focus areas and key outcomes have been identified:

a) **Programmatic Focus Areas** -
   - Industrialisation
   - Capability and capacity building in South Africa
   - Technology transfer
   - Skills development related to the manufacturing process and the industry
   - Development of new technology and innovation
   - Investment in plant
   - Development of local companies aligned to empowerment objectives

b) **Key Outcomes** -
   - Industrialisation
   - Manufacturing capability and capacity building
   - Technology transfer
   - Skills development
4.2 **Strategic**

The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOC procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:

a) **Strategic Focus Areas** -
   - Capability and capacity building in South Africa
   - Transfer of technology and innovation to local suppliers from foreign OEM’s
   - Skills development related to the industry
   - Development of local companies aligned to empowerment objectives

b) **Key Outcomes** -
   - Increased S.A. manufacturing capability and capacity
   - Increased technology transfer
   - Skills development
   - Job creation/preservation

4.3 **Focused**

Focused initiatives assist local suppliers to improve their performance, enhance their existing production and skills capabilities with emphasis being placed on benefiting previously disadvantaged individuals and rural development. In order to satisfy these objectives a number of focus areas and key outcomes have been identified:

a) **Focused Focus Areas** -
   - Developing a local supplier base that supports preferential procurement outcomes
   - Developing skills within the specific industry
   - Creating opportunity for job preservation
   - Reducing income inequality in specific regions

b) **Key Outcomes** -
   - Empowerment
   - Skills development
   - Rural development
   - Job creation/preservation

4.4 **Small Business Development**

Enterprise Development (ED) objectives are centred around assisting local suppliers to improve their skills by placing increased emphasis on benefiting previously disadvantaged individuals and rural development in line with the Broad-Based Black Economic Empowerment (B-BBEE) strategy. The following focus areas and key outcomes have been identified:

a) **Small Business Development Focus Areas** -
   - Providing small businesses with opportunities and preferential trading terms, increased focus on Black woman-owned enterprises, focus on the youth, people with disabilities and region-specific initiatives
Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation

b) Key Outcomes -
- Empowerment
- Rural development
- Skills development
- Job creation

Based on these focus areas and key outcomes, a Supplier/Service Provider would need to actively focus on the quadrant-specific requirements in order to maximise the potential commercial benefit for Transnet, South Africa and themselves. In doing so value can be created across all lines of reporting resulting in continued relations.

5 Supplier Development Category Definitions and High Level Descriptions

5.1 Industrialisation
Industrialisation refers specifically to industrial development that will result in globally leading capabilities within South Africa.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ Value of investment in plant</td>
<td>➢ Quantification of the monetary value invested in machinery, equipment and/or buildings as a result of this RFP</td>
</tr>
<tr>
<td>➢ Percentage of the investment of plant purchased in South Africa</td>
<td>➢ Percentage value invested in machinery, equipment and/or buildings that are sourced from local companies</td>
</tr>
<tr>
<td>➢ Reduction in import leakage</td>
<td>➢ A percentage indication of the increase in locally supplied products and therefore the resultant decrease in imports as a result of the award of a contract</td>
</tr>
<tr>
<td>➢ Potential increase in export content</td>
<td>➢ The percentage increase in exports that will result from increased industrial capability locally in relation to the award of a contract</td>
</tr>
</tbody>
</table>

5.2 South African Capability and Capacity Building
South African capability and capacity building refers specifically to industrial development that focuses on value-added activities for the local industry through manufacturing or service-related functions.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ Value-added manufacturing activity/activities to be undertaken in South Africa</td>
<td>➢ Description of value-added activities to be performed during the contract period in South Africa</td>
</tr>
<tr>
<td>➢ Service-related functions to be undertaken in South Africa</td>
<td>➢ Description of service-related functions to be performed during the contract period in South Africa</td>
</tr>
<tr>
<td>➢ Number of local suppliers in the</td>
<td>➢ Number of South African suppliers that are to</td>
</tr>
</tbody>
</table>
5.3 Technology transfer/sustainability

Technology improvements are intangible assets with significant economic value. The Supplier/Service Provider will be measured on its plan to transfer knowledge and IP to contribute towards capability building of the local supply base, which ultimately leads to improved efficiency and capability. Plans to assist in this by a Supplier/Service Provider must be assessed to enable the local supply base to potentially export its newly-acquired technological know-how, thereby decreasing capital leakage.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>supply chain</td>
<td>be utilised in the fulfilment of a contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technology transfer including:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➤ Methods of manufacturing</td>
<td>➤ Introduction of a new/improved method of manufacturing</td>
</tr>
<tr>
<td>➤ Introduction of new technologies</td>
<td>➤ Provision of new technologies:</td>
</tr>
<tr>
<td></td>
<td>o For processes</td>
</tr>
<tr>
<td></td>
<td>o ICT</td>
</tr>
<tr>
<td>➤ IP transfer (number and value)</td>
<td>➤ The provision of patents, trademarks and copyrights</td>
</tr>
<tr>
<td>➤ Number of local suppliers to be evaluated for integration into the OEM supply chain</td>
<td>➤ An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements</td>
</tr>
</tbody>
</table>

5.4 Skills development

Skills development indicates the company’s commitment to education and whether that fits in with targeted groups (artisans, technicians, etc.). Consideration needs to be directed towards the adequate quality and value of skills so developed in order to allow for better evaluation in line with Government’s objectives.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➤ Number of downstream supply chain individuals to be trained including:</td>
<td>➤ Number of individuals that the Supplier/Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account</td>
</tr>
<tr>
<td>o Number of artisans trained</td>
<td></td>
</tr>
<tr>
<td>o Number of technicians trained</td>
<td></td>
</tr>
<tr>
<td>o Number of black people trained</td>
<td></td>
</tr>
<tr>
<td>o Total number of people trained</td>
<td></td>
</tr>
<tr>
<td>➤ Number of company employees to be trained</td>
<td>Number of individuals within the company (in South Africa) that the Supplier/Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard;</td>
</tr>
<tr>
<td>Criteria</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td>criteria broken down as for industry training above</td>
</tr>
<tr>
<td>Certified training (yes/no)</td>
<td>Compliance with local and/or international skills accreditation</td>
</tr>
<tr>
<td>Rand value spent on training</td>
<td>Total planned monetary value spend (as a % of contract value) on skills development/training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Suppliers/Service Providers who have just completed a training drive within the industry</td>
</tr>
<tr>
<td>Number of bursaries/scholarships (specify field of study)</td>
<td>The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract</td>
</tr>
<tr>
<td>Number of apprentices (sector must be specified)</td>
<td>The number of apprentices that the Supplier/Service Provider plans to enlist during the course of the contract</td>
</tr>
<tr>
<td>Investment in Schools in specific sectors e.g. engineering</td>
<td>The monetary value that the Supplier/Service Provider is prepared to invest in the development and running of schools to increase technical skills development</td>
</tr>
</tbody>
</table>

### 5.5 Job creation

Job creation allows assessment of Government’s objectives to increase labour absorption, focusing on unskilled workers and the youth.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of jobs preserved</td>
<td>Number of jobs which would be preserved through Award of Contract</td>
</tr>
<tr>
<td>Number of jobs created including:</td>
<td>Number of jobs to be created during the period of the contract</td>
</tr>
<tr>
<td>New skilled jobs created</td>
<td>Jobs for people in a specialised field of work requiring a defined training path and / or requisite level of experience in order for them to perform that role. These people could be in possession of a certificate, diploma or degree from a higher education institution.</td>
</tr>
<tr>
<td>New unskilled jobs created</td>
<td>Jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required</td>
</tr>
<tr>
<td>Number of jobs created for youth</td>
<td>Jobs created for individuals aged 16 – 35 years</td>
</tr>
<tr>
<td>Number of jobs created for Black youth</td>
<td>Jobs created for Black individuals aged 16 – 35 years</td>
</tr>
</tbody>
</table>
5.6 Enterprise and Supplier Development

Small business promotion criteria give an indication of the Supplier/Service Provider’s commitment to developing small business in line with NGP and B-BBEE requirements.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➤ Percentage procurement from:</td>
<td>➤ Refers to the planned procurement from small business as a % of the total planned procurement spend</td>
</tr>
<tr>
<td>➤ QSEs</td>
<td></td>
</tr>
<tr>
<td>➤ EMEs</td>
<td></td>
</tr>
<tr>
<td>➤ Start-ups</td>
<td></td>
</tr>
<tr>
<td>➤ B-BBEE Facilitators</td>
<td></td>
</tr>
<tr>
<td>➤ Sub-contracting</td>
<td>➤ Refers to sub-contracting to QSEs/EMEs that are preferably Black Owned, Black Women Owned, Black Youth Owned or owned by Black People with disabilities</td>
</tr>
<tr>
<td>➤ Non-financial support provided to small business</td>
<td>➤ Suppliers/Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business</td>
</tr>
<tr>
<td>➤ Financial support provided to small business</td>
<td>➤ Suppliers/Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans</td>
</tr>
</tbody>
</table>
| ➤ Joint ED initiatives with Transnet                         | ➤ The number of ED initiatives that the Supplier/Service Provider will jointly run with Transnet:  
|                                                             |     ➤ That are aligned to Transnet’s objectives  
|                                                             |     ➤ That are non-financial in nature |

5.7 Rural development/integration

Rural development / integration indicates the Supplier’s/Service Provider’s planned use of local labour and business which will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>➤ Number of local employees</td>
<td>➤ Number of people employed from within the town/city of operation</td>
</tr>
<tr>
<td>➤ Value spent on local business</td>
<td>➤ Monetary value spent on businesses within the town/city of operation</td>
</tr>
<tr>
<td>➤ Proximity of business to operations</td>
<td>➤ The locality of the business in relation to operations, preference is given for regional (provincial) locality</td>
</tr>
<tr>
<td>➤ Number of rural businesses to be developed</td>
<td>➤ The number of rural businesses that the Supplier/Service Provider plans to develop as a result of the contract</td>
</tr>
<tr>
<td>➤ Value of development to local</td>
<td>➤ The monetary value spent on rural</td>
</tr>
</tbody>
</table>
6 Market Intelligence Assistance

Suppliers/Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD Plan. The United Nations Industrial Development Organisation (UNIDO) supplies a benchmarking service in South Africa which will be able to assist Suppliers/Service Providers in identifying potential local suppliers with which to work. In addition, this service will provide insight as to the type of support that these local suppliers require in order to become more competitive. UNIDO’s benchmarking tool gives insight into the performance levels being seen in Suppliers/Service Providers’ businesses and the practices used to deliver the products or services being offered. The benchmarking tool focuses on:

6.1 Performance data relating to -
   a) Financial performance
   b) Customer data
   c) Processes
   d) Learning & growth

6.2 Company’s current business situation -
   a) Plans for the business and capabilities to manage their fulfilment
   b) Ability to generate business
   c) Employee relationships
   d) Developing new markets
   e) Developing products and services
   f) Managing money

The UNIDO benchmarking tool provides a basic framework through which an understanding of the South African market can be established. Whilst the list of criteria may not be exhaustive, Suppliers/Service Providers are free to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.

7 Government Policy Documents

NIPP  http://www.tedti.gov.za/industrial_development/nipp.jsp
8 Other Reference Websites

<table>
<thead>
<tr>
<th>References</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Public Enterprise (DPE)</td>
<td><a href="http://www.dpe.gov.za">www.dpe.gov.za</a></td>
</tr>
<tr>
<td>United Nations Industrial Development Organisation (UNIDO)</td>
<td><a href="http://www.unido.org/spx">www.unido.org/spx</a></td>
</tr>
</tbody>
</table>
GLOSSARY OF WORDS

**Broad-Based Black Economic Empowerment (B-BBEE)**

A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation.

**Enterprise Development (ED)**

An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying Small Enterprises which are 50% black owned or 30% black woman owned. Enterprise Development Contributions consists of monetary and non-monetary, recoverable and non-recoverable contributions actually initiated in favour of a beneficiary entity by a measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate financial independence of the beneficiary. This is commonly accomplished though the expansion of a beneficiaries financial and/ or operation capacity.

**Industrial Policy Action Plan II (IPAPII)**

The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.

**Integrated Supply Chain Management (iSCM)**

Refers to an integrated "one supply chain management“ strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.

**New Growth Path (NGP)**

Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Equipment Manufacturer (OEM)</strong></td>
<td>Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services</td>
</tr>
<tr>
<td><strong>Socio-economic Development</strong></td>
<td>Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business’s financial bottom line.</td>
</tr>
<tr>
<td><strong>State Owned Company (SOC)</strong></td>
<td>Refers to Government-owned corporations. They are legal entities created, and owned, by Government to undertake commercial activities on behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.</td>
</tr>
<tr>
<td><strong>Supplier Development (SD)</strong></td>
<td>Improving the socio-economic environment by creating competitive local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.</td>
</tr>
<tr>
<td><strong>United Nations Industrial Development Organisation (UNIDO)</strong></td>
<td>A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world's poorest countries by drawing on its combined global resources and expertise.</td>
</tr>
</tbody>
</table>
ANNEXURE B

Supplier Development Plan (**Refer to guide above to populate**)

Tenderers must complete this Annexure B which summarises your Supplier Development (SD) obligations and your related commitments.

For the purposes of completing the SD Value Indicators, where applicable Tenderers must calculate their SD commitments as a percentage (%) of their estimated total value of the contract over the Contract Period.¹

Please include a SD plan narrative elaborating on the contents of the below completed Templates.

The Consultant's SD Plan constitutes an offer to perform all its SD commitments to the minimum percentage of the tender value as stated in the Tender Data (F2.1) and within the time periods (every six months), identified by Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement at the Contract Date.

¹*Contract Period* means a period of 1 year and 4 months from the effective date of the contract
<table>
<thead>
<tr>
<th>Description</th>
<th>Occupational Level (i.e. Skilled, semi-skilled, unskilled labour etc.)</th>
<th>Job Title</th>
<th>Race and Gender</th>
<th>Target Number</th>
<th>Target Spend</th>
</tr>
</thead>
</table>

The potential for job creation directly due to the award of this business, allows for assessment of your Company’s intentions in terms of the Government’s objective to increase labour absorption focusing on unskilled workers and the youth.

**Job Creation:** Increase in the number of jobs, as a result of the award of business from Transnet.
<table>
<thead>
<tr>
<th>Description</th>
<th>Course name</th>
<th>Course Description</th>
<th>Race and Gender</th>
<th>Occupational Level of employees to be trained i.e. Skilled, semi-skilled, unskilled labour etc.</th>
<th>Target Number of Employees to be Trained</th>
<th>Estimated Cost of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| | | | | | | |
| | | | | | | |

| | | | | | | |
| | | | | | | |

Total: R

TENDERER'S INITIALS

Date
<table>
<thead>
<tr>
<th>Description</th>
<th>Supplier Focus</th>
<th>Supplier core business</th>
<th>Supplier Location from Site (km)</th>
<th>Black Youth Ownership Percentage</th>
<th>Black Ownership percentage</th>
<th>Black Female Ownership Percentage</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Percentage Procurement from: *</td>
<td>Black Women owned companies</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td>Small emerging companies, Black Owned Companies, Black Women Owned Companies, Youth Owned Companies and companies owned by people living with disability</td>
<td>Black Owned Companies</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Black Youth Owned Companies</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Companies owned by People with Disabilities</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Qualifying Small Enterprises</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Exempt Micro Enterprises</td>
<td>km</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>R</td>
</tr>
</tbody>
</table>

*C Total: R

*The encouragement of growth and expansion of EME, QSEs and start-ups through procurement and support mechanisms provided by the Tenderer. Regional Spend will only count if its within a 300Km radius.

---

TENDERER'S INITIALS

Date

Page 22
<table>
<thead>
<tr>
<th>Initiative Name</th>
<th>Description</th>
<th>Percentage Black Beneficiaries</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
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<td></td>
<td></td>
<td>% R</td>
<td></td>
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<td></td>
<td></td>
<td>% R</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>% R</td>
<td></td>
</tr>
</tbody>
</table>

**Total: R**
Supplier Development Plan Declaration

The Tenderer hereby agrees to the committed SD values and targets stated within this SD plan.

| Job Creation | R | A |
| Skills Development | R | B |
| Regional Spend | R | C |
| Local Economic Development | R | D |
| TOTAL OF SD COMMITMENT, ZAR (A + B + C + D) Addition of all categories | R |
| TOTAL TENDER VALUE TENDER VALUE (EXC VAT) | R |
| SD COMMITMENT EXPRESSED AS PERCENTAGE OF TENDER VALUE: (A + B + C + D)/Tender Value | % |

<table>
<thead>
<tr>
<th>MILESTONE DATE 1</th>
<th>MILESTONE DATE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>Four months after contract date*</td>
</tr>
<tr>
<td></td>
<td>Eight months after contract date*</td>
</tr>
<tr>
<td>% Total SD Spend (To be completed by tenderer)</td>
<td></td>
</tr>
</tbody>
</table>

* See Z1.4, of the contract data (C1.2)

Tenderer Signature | Date
-------------------|-------------------
Name | Position
T2.2-43: 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 Respondent 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 Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at ________________________________ on this ___ day of _____________ 20___

______________________________________________  ________________________________

SIGNATURE OF WITNESS  SIGNATURE OF RESPONDENT
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>80</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification 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 bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

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

September 2016
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 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) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" 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;

(i) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(j) "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);

(k) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

(o) "QSE" means a Qualifying Small EEnterprise 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);

(p) "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;

(q) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) "total revenue" bears the same meaning assigned to this expression 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 and promulgated in the Government Gazette on 9 February 2007;

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.
3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \]

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{\min} \) = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at [www.dti.gov.za/economic_empowerment/bbe_codes.jsp](http://www.dti.gov.za/economic_empowerment/bbe_codes.jsp).

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.
5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = ............(maximum of 20 points)

(Ponts claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

September 2016
9.2 VAT registration number: .................................................................

9.3 Company registration number: ....................................................

9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[ Tick Applicable Box ]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION
- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[ Tick Applicable Box ]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
(e) forward the matter for criminal prosecution.

September 2016 Page 5 of 6 Part T2: Returnable Schedule T2.2-50: BBBEE Preference Points Claim Form
WITNESSES

1. .............................................

2. .............................................

SIGNATURE(S) OF BIDDERS(S)

DATE: .............................................

ADDRESS: .............................................
T2.2-51: 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 at ________________________ on this _____ day of ____________________20_____
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:

CIVIL WORKS FOR THE BERTH B100 AT THE PORT OF NGQURA

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

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

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Tenderer’s CIDB registration number:

Date

September 2016
Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing Data
- Part C3: Scope of Services
- Part C4: Cite Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

Transnet SOC Ltd

(Insert name and address of organisation)

Name & signature of witness

Date

September 2016
**Schedule of Deviations**

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

---

**For the Tenderer:**

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

Name & signature of witness

Date

---

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

(Insert name and address of organisation)

Transnet SOC Ltd

---
C1.2 Contract Data

Part one - Data provided by the Employer

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The \textit{conditions of contract} are the core clauses and the clauses for main Option dispute resolution Option and secondary Options</td>
<td>B: Priced contract with bill of quantities W1: Dispute resolution procedure</td>
</tr>
</tbody>
</table>

10.1 The \textit{Employer} is:

\textbf{Address}

Transnet SOC Ltd (Registration No. 1990/000900/30)

Registered address:

Transnet Group Capital
Business Waterfall Estates,
9 Country Estate Drive
Midrand
1662

Having elected its Contractual Address for the purposes of this contract as:

\textbf{Tel No.}

011 308 3000

10.1 The \textit{Project Manager} is: (Name)

\textbf{Address}

Siyabonga Gadu

N2 Neptune Road
TNPA Admin Building
Port of NGQURA

\textbf{Tel}

041 507 8644

\textbf{e-mail}

Siyabonga.Gadu@transnet.net

\textsuperscript{1} Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009
10.1 The **Supervisor:** (Name)  
Alec Schemel  

Address  
N2 Neptune Road  TNPA Admin Building  
Port of NGQUARA  

Tel No.  
041 507 8574  
e-mail  
Alec.Schemel@transnet.net  

11.2(13) The **works** are  
Civil Works for the Berth B100 at the Port of Ngquara  

11.2(14) The following matters will be included in the Risk Register  
1) Different Contractors working in the same vicinity  
2) Delay due to access control  

11.2(15) The **boundaries of the site** are  
As per the Key Plan Layout  

11.2(16) The Site Information is in  
Part C4  

11.2(19) The Works Information is in  
Part C3  

12.2 The **law of the contract** is the law of  
the Republic of South Africa  

13.1 The **language of this contract** is  
English  

13.3 The **period for reply** is  
2 weeks  

2 **The Contractor’s main responsibilities**  
No additional data is required for this section of the conditions of contract.  

3 **Time**  

11.2(3) The **completion date** for the whole of the works is  
03 October 2019  

30.1 The **access dates** are  
<table>
<thead>
<tr>
<th>Part of the Site</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whole of the Site</td>
<td>04 February 2019</td>
</tr>
</tbody>
</table>

31.1 The **Contractor** is to submit a first programme for acceptance within  
2 weeks of the Contract Date.  

31.2 The **starting date** is,  
04 February 2019  

32.2 The **Contractor** submits revised programmes at intervals no longer than Two weeks.  

35.1 The **Employer** is not willing to take over the works before the Completion Date.  

4 **Testing and Defects**  

42.2 The **defects date** is  
52 (fifty two) weeks after Completion of the whole of the works.  

43.2 The **defect correction period** is  
2 weeks  

5 **Payment**  

50.1 The **assessment interval** is monthly on the  
18th (eighteenth) day of each successive month.  

51.1 The **currency of this contract** is the  
South African Rand.
51.2 The period within which payments are made is

Payment will be effected on or before the last day of the month following the month during which a valid Invoice and Statement were received.

51.4 The interest rate is

the prime lending rate of the Standard Bank of South Africa.

<table>
<thead>
<tr>
<th>6</th>
<th>Compensation events</th>
</tr>
</thead>
<tbody>
<tr>
<td>60.1(13)</td>
<td>The weather measurements to be recorded for each calendar month are,</td>
</tr>
<tr>
<td></td>
<td>the cumulative rainfall (mm)</td>
</tr>
<tr>
<td></td>
<td>the number of days with rainfall more than 10 mm</td>
</tr>
<tr>
<td></td>
<td>the number of days with minimum air temperature less than 0 degrees Celsius</td>
</tr>
<tr>
<td></td>
<td>the number of days with snow lying at 08:00 hours South African Time</td>
</tr>
<tr>
<td></td>
<td>and these measurements:</td>
</tr>
<tr>
<td></td>
<td>The place where weather is to be recorded (on the Site) is:</td>
</tr>
<tr>
<td></td>
<td>The Contractor’s Site establishment area</td>
</tr>
<tr>
<td></td>
<td>Port Elizabeth</td>
</tr>
<tr>
<td></td>
<td>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No additional data is required for this section of the conditions of contract.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8</th>
<th>Risks and insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.1</td>
<td>These are additional Employer’s risks</td>
</tr>
<tr>
<td></td>
<td>NONE</td>
</tr>
<tr>
<td>84.1</td>
<td>The Employer provides these insurances from the Insurance Table</td>
</tr>
<tr>
<td>1</td>
<td>Insurance against:</td>
</tr>
<tr>
<td></td>
<td>Cover / indemnity:</td>
</tr>
<tr>
<td></td>
<td>as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
<tr>
<td>2</td>
<td>Insurance against:</td>
</tr>
<tr>
<td></td>
<td>Cover / indemnity</td>
</tr>
<tr>
<td></td>
<td>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
<tr>
<td></td>
<td>The deductibles are as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
<tr>
<td>84.1</td>
<td>3</td>
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<td></td>
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</tbody>
</table>

**Note:** The deductibles for the insurance as stated above are listed in the document titled “Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance” appended to Part One of this Contract Data (Date Provided by the Employer).

| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is |
|      | The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. |

The Contractor provides these additional Insurances

1. Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected

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

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

4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.
5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.

7 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals. If the Contractor fails to effect adequate insurance it shall notify the Employer in writing as soon as it becomes aware of the reduction or inadequate cover and the Employer may arrange or purchase such insurance. The Contractor shall promptly reimburse the Employer for any premiums paid provided such insurance protects the Employer's liability. The Employer assumes no responsibility for such insurance being adequate to protect all of the Contractor's liability.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract

9 Termination There is no additional Contract Data required for this section of the conditions of contract.

10 Data for main Option clause

8 Priced contract with bill of quantities

60.6 The method of measurement is SANS 1200 Standards as published by South African National Standards.

11 Data for Option W1
The Adjudicator is

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.

The Adjudicator nominating body is:

The Chairman of the Association of Arbitrators (Southern Africa)

The tribunal is:

Arbitration

The arbitration procedure is

The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is

Johannesburg, Gauteng, South Africa

The person or organisation who will choose an arbitrator

The Chairman of the Association of Arbitrators (Southern Africa)

No additional data is required for this Option

Delay damages for Completion of the whole of the works are

R 50 000.00 per day

The amount of the performance bond is

5% of the total of the Prices

The retention free amount is

NIL

The retention percentage is

10% on all payments certified.

The Contractor's liability to the Employer for indirect or consequential loss is limited to:

The Total of the Prices

For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:

The deductible of the relevant insurance policy

The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:

The cost of correcting the Defect

The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:

The Total of the Prices

The end of liability date is

Five (5) years after Completion of the whole of the works
Additional conditions of contract

The additional conditions of contract are:

Obligations in respect of Supplier Development Programme (SDP)

Z1.1 It will be a material term of this contract that the Contractor contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the Employer. In response to this requirement, the Contractor undertakes to implement the Supplier Development (SD) initiatives as per the Contractor’s Supplier Development Plan.

Z1.2 The Contractor’s SD Plan constitutes an offer to perform all its SD commitments to a minimum of 30% of the total of the Prices and within the time period/s (every four months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.

Z1.3 In order to prevent any doubt, the Contractor’s SD obligations shall not constitute a separate activity in the activity schedule. The value of the Contractor’s SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the Employer.

Z1.4 The milestones for the implementation of SD targets will be every four months after Contract Date. The Employer’s Agent will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The Contractor shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every four months).

Z1.5 The Contractor shall provide Employer with Supplier Development Implementation Plan within 15 days from the signature date of the Contract setting out the nature, extent and monetary value of the Contractor’s commitments which the Contractor shall undertake, as well as the mechanisms to allow for access to information and verification of the Contractor’s compliance with the Implementation Plan, as shall be agreed with the Employer. The Contractor shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the Contractor to the Employer on a monthly basis during the term of the Contract.

Z1.6 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 met the Condition of any SD Milestone. The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the Contractor has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z1.7  If the Contractor fails to achieve any SD milestone Condition, the Contractor shall be liable and pay to the Employer a non-compliance penalty to the value of the full outstanding amount each SD milestone Date Condition not fully met.

Z1.8  In addition to the Supplier Development and B-BBEE commitments that the Contractor makes, the Contractor has in its tender provided with the Employer with an understanding of the Contractor’s position with regard to issues such a waste disposal, recycling and energy conservation.

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 Employer by a financial institution reasonably acceptable to the Employer with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody’s Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the Employer) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody’s Investor Services Limited) and otherwise acceptable to the Employer (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the Contractor with an issuer that complies with the minimum required credit rating.

Z3  Obligations in respect of Joint Venture Agreements
27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' 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 liability to the Employer to Provide the Works;
  ii. identification of the leader in the joint venture confirming the authority of the leader 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.

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

Z4 Additional obligations in respect of Termination

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

Under the second main bullet, insert the following additional bullets after the last sub-bullet:
- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)
Z6 Right Reserved by the Employer to Conduct Vetting through SSA

The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z7 Additional Collusion Industry Clause in the Construction Relating to

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

Z8 Protection of Personal Information Act

The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
### 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)\(^2\) 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.

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

CV’s (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-7

| 11.2(14)| The following matters will be included in the 
Risk Register |      |
| 31.1   | The programme identified in the Contract Data is |      |

\(^2\) Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009
Priced contract with bill of quantities

11.2(21) The *bill of quantities* is in

11.2(31) The tendered total of the Prices is

**Data for Schedules of Cost Components**

Note "SCC" means Schedule of Cost Components starting on page 56 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC.

<table>
<thead>
<tr>
<th>B</th>
<th>Priced contract with bill of quantities</th>
<th>Data for the Shorter Schedule of Cost Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 in SSCC</td>
<td>The percentage for people overheads is:</td>
<td></td>
</tr>
<tr>
<td>21 in SSCC</td>
<td>The published list of Equipment is the last edition of the list published by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The percentage for adjustment for Equipment in the published list is</td>
<td></td>
</tr>
<tr>
<td>22 in SSCC</td>
<td>The rates of other Equipment are:</td>
<td>Equipment</td>
</tr>
<tr>
<td>61 in SSCC</td>
<td>The hourly rates for Defined Cost of design outside the Working Areas are</td>
<td>Category of employee</td>
</tr>
<tr>
<td>62 in SSCC</td>
<td>The percentage for design overheads is</td>
<td></td>
</tr>
<tr>
<td>63 in SSCC</td>
<td>The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:</td>
<td></td>
</tr>
</tbody>
</table>
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 Performance Guarantee is provided here for convenience but is to be treated as part of the Works Information.

The organisation providing the Performance 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.
Pro forma Performance Guarantee (for use with Option X13)  
(to be reproduced exactly as shown below on the letterhead of the Guarantor)

Transnet SOC Ltd  
c/o Transnet Group Capital  
26th Floor Carlton Centre  
150 Commissioner Street  
Johannesburg  
2000  
Date:

Dear Sirs,

Performance Guarantee for Contract No:

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

\{Transnet SOC Ltd, Registration No. 1990/000900-30\}  
\{Insert registered name and address of the Contractor\}  
\{Insert details of the works from the Contract Data\}

I/We the undersigned  
on behalf of the Guarantor  
of physical address

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.

2. The Guarantor’s obligation under this Performance Guarantee is restricted to the payment of money.

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

4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.

5. 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 Guarantee.

6. This Performance Guarantee will lapse on the earlier of:

• the date that the Guarantor receives a notice from the Project Manager stating that the September 2016
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 its obligations under the Contract, or

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

7. Always provided that this Performance Guarantee 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 Guarantee shall remain in force until all such claims are paid and settled.

8. Subject to the Guarantor’s total liability referred to in clause 9 below, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Project Manager to the Guarantor calling up this Performance Guarantee stating that:

8.1 The Contract has been terminated due to the Contractor’s default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;

9. Our total liability hereunder shall not exceed the Guaranteed Sum of:

(say) ____________________________________________

R ____________________________________________

10. This Performance Guarantee 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.

11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed at ______________________ on this __________________ day of __________________ 201_

Signature(s) ______________________

Name(s) (printed) ______________________

Position in Guarantor company ______________________

Signature of Witness(s) ______________________

Name(s) (printed) ______________________
**PART 2: PRICING DATA**

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option B</td>
<td>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>The <em>bill of quantities</em></td>
<td>33</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 with amendments June 2006 and April 2013 (ECC) Option B states:

Identified and defined terms 11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>percent</td>
</tr>
<tr>
<td>h</td>
<td>hour</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
</tr>
<tr>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>kl</td>
<td>kilolitre</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
</tr>
<tr>
<td>km-pass</td>
<td>kilometre-pass</td>
</tr>
<tr>
<td>kPa</td>
<td>kilopascal</td>
</tr>
<tr>
<td>kW</td>
<td>kilowatt</td>
</tr>
<tr>
<td>l</td>
<td>litre</td>
</tr>
<tr>
<td>m</td>
<td>metre</td>
</tr>
<tr>
<td>mm</td>
<td>millimetre</td>
</tr>
<tr>
<td>m²</td>
<td>square metre</td>
</tr>
<tr>
<td>m²-pass</td>
<td>square metre pass</td>
</tr>
<tr>
<td>m³</td>
<td>cubic metre</td>
</tr>
<tr>
<td>m³-km</td>
<td>cubic metre-kilometre</td>
</tr>
<tr>
<td>MN</td>
<td>meganewton</td>
</tr>
<tr>
<td>MN.m</td>
<td>meganewton-metre</td>
</tr>
<tr>
<td>MPa</td>
<td>megapascal</td>
</tr>
<tr>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>Prov sum¹</td>
<td>provisional sum</td>
</tr>
<tr>
<td>PC-sum</td>
<td>prime cost sum</td>
</tr>
<tr>
<td>R/only</td>
<td>Rate only</td>
</tr>
<tr>
<td>sum</td>
<td>Lump sum</td>
</tr>
<tr>
<td>t</td>
<td>ton (1000kg)</td>
</tr>
<tr>
<td>W/day</td>
<td>Work day</td>
</tr>
</tbody>
</table>
2.2. General assumptions

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

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

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

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

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

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

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

2.3. Departures from the method of measurement

2.3.1. Nil

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.
C2.2 the *bill of quantities*
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>TRADE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUMMARY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION 1 - PRELIMINARIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRELIMINARIES AND GENERALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION 2 - CIVIL WORKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G-Block Paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perimeter Fencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CARRIED FORWARD TO FORM OF OFFER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION 1: PRELIMINARIES AND GENERALS

#### FIXED CHARGED AND VALUE RELATED ITEMS

- **Contractual requirements:**
  - **1.1.1** A.8.3.1
    - Contractual requirements.
    - **Unit:** Sum
    - **Qty:** 1.00

- **Establishment of facilities for engineer:**
  - **1.1.2** A.8.3.2.1
    - Furnished offices (Rate Only).
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.3** A.8.3.2.1
    - Telephone (Rate Only).
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.4** A.8.3.2.1
    - Nameboards (Rate Only).
    - **Unit:** Sum
    - **Qty:** 1.00

- **Establishment of facilities for contractor:**
  - **1.1.5** A.8.3.2.2
    - Offices and storage sheds.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.6** A.8.3.2.2
    - Workshops.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.7** A.8.3.2.2
    - Laboratories.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.8** A.8.3.2.2
    - Living accommodation.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.9** A.8.3.2.2
    - Ablution and in-room facilities.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.10** A.8.3.2.2
    - Tools and equipment.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.11** A.8.3.2.2
    - Water supplies, electric power and communications.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.12** A.8.3.2.2
    - Dealing with water.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.13** A.8.3.2.2
    - Access.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.14** A.8.3.2.2
    - Plant.
    - **Unit:** Sum
    - **Qty:** 1.00

- **Other Fixed-change Obligations:**
  - **1.1.15** A.8.3.3
    - Survey, setting out and preparation of as-built drawings.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.16** A.8.3.3
    - Soil testing equipment.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.17** A.8.3.3
    - Environmental management.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.18** A.8.3.3
    - Occupational Health and Safety.
    - **Unit:** Sum
    - **Qty:** 1.00
  - **1.1.19** A.8.3.3
    - Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.
    - **Unit:** Sum
    - **Qty:** 1.00
      - **Removal of site establishment:**
  - **1.1.20** A.8.3.4
    - Removal of site establishment.
    - **Unit:** Sum
    - **Qty:** 1.00

---

**TOTAL CARRIED FORWARD TO SECTION SUMMARY**
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Payment clause</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.21</td>
<td>A 8.4.1</td>
<td>Contractual requirements.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.22</td>
<td>A 8.4.2.1</td>
<td>(a) Furnished offices (Rate Only).</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.23</td>
<td>A 8.4.2.1</td>
<td>(b) Telephone(Rate Only).</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.24</td>
<td>A 8.4.2.1</td>
<td>(c) Nameboards(Rate Only).</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.25</td>
<td>A 8.4.2.1</td>
<td>(d) Survey assistants and materials(Rate Only).</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.26</td>
<td>A 8.4.2.2</td>
<td>(a) Offices and storage sheds.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.27</td>
<td>A 8.4.2.2</td>
<td>(b) Workshops.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.28</td>
<td>A 8.4.2.2</td>
<td>(c) Laboratories.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.29</td>
<td>A 8.4.2.2</td>
<td>(d) Living accommodation.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.30</td>
<td>A 8.4.2.2</td>
<td>(e) Ablution and latrine facilities.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.31</td>
<td>A 8.4.2.2</td>
<td>(f) Tools and equipment.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.32</td>
<td>A 8.4.2.2</td>
<td>(g) Water supplies, electric power and communications.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.33</td>
<td>A 8.4.2.2</td>
<td>(h) Dealing with water.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.34</td>
<td>A 8.4.2.2</td>
<td>(i) Access.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.35</td>
<td>A 8.4.2.2</td>
<td>(j) Plant.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.36</td>
<td>A 8.4.3</td>
<td>Supervision for the duration of Construction.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.37</td>
<td>A 8.4.4</td>
<td>Company and Head office Overhead Cost.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.38</td>
<td>A 8.4.5</td>
<td>Survey, setting out and preparation of as-built drawings.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.39</td>
<td>A 8.4.5</td>
<td>Soil testing equipment.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.40</td>
<td>A 8.4.5</td>
<td>Environmental management.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.41</td>
<td>A 8.4.5</td>
<td>Occupational Health and Safety.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>1.1.42</td>
<td>A 8.4.5</td>
<td>Items in terms of the Industrial Relations Act and Employment conditions for tender purposes.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD TO SECTION SUMMARY
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Payment clause</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1290</td>
<td>1.1.43</td>
<td>Main access roads to works.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
<tr>
<td>SANS 1290</td>
<td>1.1.44</td>
<td>Dealing with traffic at road crossings &amp; level crossings.</td>
<td>Sum</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Total carried forward to section summary
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Payment clause</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>SANS 120023F</td>
<td>SECTION 2i: G BLOCK PAVING</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td>Treatment of Road bed</td>
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<td>Roadbed preparation and compaction of material to:</td>
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<td>B) Tamasa of 95% modified AASHTO maximum density</td>
<td>m³</td>
<td>3720</td>
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<tr>
<td>2.2</td>
<td></td>
<td>8.3.5 Selected layer compacted to 95% of modified AASHTO maximum density</td>
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<td>(B) 200mm C1 (Cement Stabilised C2 Graded Crushed) compacted to 98%</td>
<td>m³</td>
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<td>m³</td>
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<td>2.3</td>
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<td>m</td>
<td>990</td>
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<td>Other Unrelated Components: Concrete foundation for Fig. 4 kerbing</td>
<td>m²</td>
<td>16</td>
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<tr>
<td></td>
<td></td>
<td>Concrete kerbing with expansion joints at 500mm c/c to kerbing</td>
<td>m²</td>
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TOTAL CARRIED FORWARD TO SUMMARY
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<td>3.1</td>
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<td>Excavation in earth not exceeding 2m deep for posts and plinth</td>
<td>m³</td>
<td>150</td>
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<td>3.2</td>
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<td>Continuous slotted</td>
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<td>3.2.1</td>
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<td>a) Hot dip galvanized IPE posts</td>
<td>No</td>
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<td>3.5</td>
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<td>M12 bolts</td>
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<td>3.7</td>
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<td>Continuous concrete plinth</td>
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<td>72</td>
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<td>3.8</td>
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<td>Construct 200mm wide x 400mm deep unreinforced concrete plinth</td>
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<td>3.9</td>
<td></td>
<td>Supply and Install 200mm x 400mm x 10mm thick soft joint</td>
<td>No</td>
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<td>3.10</td>
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<td>2.5m High Steel Palisade Fencing</td>
<td>m</td>
<td>950</td>
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<td>3.11</td>
<td></td>
<td>Design, Manufacture, Galvanize, Transport and Erect Steel Palisade Galas:</td>
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<td></td>
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<td>3.10.1</td>
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<td>a) 2.5m high x 6m wide: hinged, double leaf</td>
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<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3.11.1</td>
<td></td>
<td>a) 2.5m high x 1.5m wide: hinged, single leaf</td>
<td>No</td>
<td>1</td>
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**TOTAL CARRYING FORWARD TO SUMMARY**
### PART C3: SCOPE OF WORK

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<thead>
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<th>Document reference</th>
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<td></td>
<td><em>Employer's Works Information</em></td>
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**LIST OF ANNEXURES**

<table>
<thead>
<tr>
<th>Annexure A</th>
<th>Tender Drawings</th>
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<tr>
<td>Annexure B</td>
<td>Contractor Documentation Submittal Requirements: DOC-STD-0001</td>
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<td>Annexure C</td>
<td>Health And Safety Specification: 1126901-SP-0001</td>
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<td>Annexure D</td>
<td>Construction Environmental Management Programme (CEMPr Ref 1126901-RPT-00013)</td>
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<td>Annexure E</td>
<td>General Quality Requirements for Contractors and Suppliers</td>
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<td>Annexure F</td>
<td>Industrial Relations Policy and Management Plan ACM-IR-POL-001</td>
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<td>Annexure G</td>
<td>Statement of Compliance</td>
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<tr>
<td>Annexure I</td>
<td>Commissioning Management Plan</td>
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SECTION 1

1. Executive Overview

Transnet National Ports Authority (TNPA) made a decision to decommission the existing liquid bulk terminal at the Port of Port Elizabeth due to space restrictions, not limited to its close proximity to the residential areas. The existing liquid bulk Berth B100 at the Port of Ngqura was identified as a new facility to cater for some of the operations from Port of Port Elizabeth. The works that the Contractor is to perform involves the upgrading of the existing Berth B100 with regard to construction of a new surface paving, installation of a perimeter fence and construction of the access road. The Employer is Transnet Group Capital (TGC) and the Owner of the works is Transnet National Ports Authority (TNPA). Further descriptions of the Site information are included under Part C4: Site Information.

The scope of works to be undertaken by Others within the same vicinity covers the following:

- Firefighting and Protection System
- Construction of Pump house, control building and LV room
- ICT, Security and CCTV

This document is solely for the Upgrade of berth B100 with regard to the following below, henceforth known as the Works.

- Construction of New Surface Paving
- Supply and installation of Perimeter Fencing and Gate
- Construction of Access Road with Bellmouth

1.1. Description of the Works

The upgrade of berth B100 is intended to create the facilities necessary for the berth to be used as a petrochemical berth. The existing berth is currently in operation as a general berth and has existing water and electrical services along the quay wall. The current surface of the berth is made up of compacted fill material with no specific drainage channels constructed.

The Works that the Contractor is to perform is the civil, Works for berth B100 at the Port of Ngqura, is covered in this document, the specifications under Section 4, the drawings as referenced under Section 5, the bills of quantities and further documents referenced in this Works Information.

1.1.1. The Works include but are not limited to:

- Supply and installation of Fencing and Gate
- Construction of access road
- Installation of surface paving

The Contractor shall provide the Works in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the Works Information.
1.2. **Employer’s Objectives**

1.2.1. The Employer’s objectives are to achieve Completion of the Works by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards and minimising disruptions to ongoing port and terminal operations.

1.2.2. 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. Furthermore, it is emphasised that the Works fall within an environmentally sensitive and protected zone and as such, it is the Employer’s objective to ensure full compliance with the guidelines and recommendations of the Department of Environmental Affairs Environmental Authorisation, Transnet’s Construction Environmental Management Plan, Standard Environmental Specifications and all Permits and Licenses authorised by the relevant Authorities.

1.2.3. The Employer’s project specific objectives are to:
- Upgrade and add infrastructure for berth B100 to make it suitable to be used as a petrochemical berth
- Ensure that the security requirements of TNPA Security are paramount in the design and construction of the facility for a development of this nature.
- Meet the requirements of port customers, in the best interests of TNPA and Transnet.
- Limit the disruption to operations within the Port of Ngqura.

1.3. **Interpretation and Terminology**

1.3.1. For the purposes of this contract for all matters regarding technical decisions, Acceptance of Engineering related technical documents, Testing, Commissioning and any matters pertaining to the context of the Occupational Health and Safety Act, the Contractor is required to cooperate with the Employer’s Engineers/Professional Engineers as per Core Clause 25.1 and Core Clause 14.2 as delegated by the Project Manager and the Supervisor, for the former and as applicable in the context. The instructions received by the Contractor shall be interpreted as lawful in matters pertaining to the former if the instruction has been endorsed by both the Project Manager or Supervisor, and the Employer’s Engineers/Professional Engineers as applicable in the context. The Employer’s Engineers shall be named post award of the contract and prior to commencement of the Works. The Contractor is further advised that, in compliance to NEC3 ECC Core Clause 25.1, that co-operation with the Employers Engineers and other representatives of the Employer (Others) is a requirement of this contract and the Contractor is to allow, grant and facilitate all reasonable access that may be required by the Employer’s Engineers and Others as applicable, for the provision of the Works.
1.3.2. The following terminology is used in this Works Information:

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning given to the term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawings</td>
<td>The latest revision of the construction drawings</td>
</tr>
<tr>
<td>Specification/s</td>
<td>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.</td>
</tr>
<tr>
<td>Supervisor</td>
<td>As defined in the NEC3 ECC contract. Responsible for checking that the works are constructed in accordance with the Drawings and the Specification.</td>
</tr>
<tr>
<td>Project Manager</td>
<td>As defined in the NEC3 ECC contract. Responsible for contractual matters, cost and time.</td>
</tr>
<tr>
<td>Contractor</td>
<td>As defined in the NEC3 ECC contract, the company engaged to construct the works.</td>
</tr>
<tr>
<td>works</td>
<td>As defined in the NEC3 ECC contract. That which is to be constructed.</td>
</tr>
</tbody>
</table>

1.3.3. The following abbreviations are used in this Works Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
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<tr>
<td>AIA</td>
<td>Authorised Inspection Authority</td>
</tr>
<tr>
<td>BBBEE</td>
<td>Broad Based Black Economic Empowerment</td>
</tr>
<tr>
<td>CEMP</td>
<td>Construction Environmental Management Plan</td>
</tr>
<tr>
<td>CD</td>
<td>Compact Disc</td>
</tr>
<tr>
<td>CDR</td>
<td>Contractor Documentation Register</td>
</tr>
<tr>
<td>CDS</td>
<td>Contractor Documentation Schedule</td>
</tr>
<tr>
<td>CRL</td>
<td>Contractor Review Label</td>
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<tr>
<td>CIRP</td>
<td>Contractor's Industrial Relations Practitioner</td>
</tr>
<tr>
<td>CSHEO</td>
<td>Contractor's Safety, Health and Environmental Officer</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>DTI</td>
<td>Department of Trade and Industry</td>
</tr>
<tr>
<td>DEA</td>
<td>Department of Environmental Affairs</td>
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<tr>
<td>Abbreviation</td>
<td>Description</td>
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<td>-------------</td>
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<tr>
<td>DGN</td>
<td>CAD file format supported by Microstation</td>
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<tr>
<td>DWG</td>
<td>Drawings</td>
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<td>EA</td>
<td>Environmental Authorisation</td>
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<td>EIR</td>
<td>Environmental Impact Report</td>
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<td>Environmental Manager</td>
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<td>Environmental Management Programme</td>
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<td>Emissions Data Management System</td>
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<td>Environmental Control Officer</td>
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<td>Hazard and Operability Study</td>
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<td>Industrial Relations</td>
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<td>Preliminary Hazard Assessment</td>
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<td>Project Industrial Relations Manager</td>
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<td>PIRPMP</td>
<td>Project Industrial Relations Policy and Management Plan</td>
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<td>Project Labour Agreements</td>
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<td>Project Safety Program Manager</td>
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<td>South African National Standards</td>
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<td>South African Special Risks Insurance Association</td>
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2. Engineering and the Contractor's Design

2.1. Employer's Design

2.1.1. The design work for the permanent Works

2.1.2. The Employer's design for the Works is contained in the Works Information and all annexures thereto, including drawings and technical specifications.

2.1.3. The drawings for providing the Works are listed in Section 5 of this Works Information.

2.1.4. 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:

2.2.1.1. All required temporary Works. Temporary Works are all Works other than the permanent Works indicated on the drawings and which shall be removed from the Site on completion of the Works. The major temporary Works requiring the Contractor's design include but are not limited to:
   a. Formwork
   b. Scaffolding

2.2.2. Any temporary works that may be necessary should be approved by the Project Manager prior to construction. Any temporary work submitted is required in a format of both calculations and drawings. The temporary works shall be structurally adequate and the foundations adequate with no settlement.

2.2.3. Further details of design requirements for the parts of the Works which the Contractor is to design are provided in the relevant technical specifications included within the Annexures.

2.2.4. The Contractor shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the Project Manager and Employer against any claims and actions that may arise out of his designs.

2.2.5. All calculations must be authenticated and authorised by Professional Engineers and/or Technologists registered with the Engineering Council of South Africa.
2.2.6. The Contractor shall submit to the Supervisor for acceptance all design calculations and drawings for all permanent Works as well as all temporary Works as listed under paragraph 2.2.1 of the Employer's Works Information.

2.2.7. The Contractor shall submit detailed drawings and workshop details for all designs, both Contractor’s designs and Employer’s designs, to the Project Manager for acceptance by the Employer’s Consultant or the Employer’s Engineers.

2.2.8. The Contractor shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, Site approval and requirement of the construction regulations with regards to permanent Works as listed under paragraph 2.2.1 of the Employer’s Works Information as well as all temporary Works.

2.2.9. The Contractor is wholly responsible for all design coordination, integration and liaison activities involved in the Works, and shall take all measures necessary and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timely completion of the Works and to the appropriate quality. When these activities require the involvement of the Employer’s Professional Engineering team or any other stakeholders, the Contractor is required to make these arrangements with due consideration of the Employer’s Professional Engineering team’s availability and the availability of other stakeholders.

2.2.10. 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 section 2.1.

2.2.11. The Contractor shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa AND the particular requirements, specifications, and regulations of the Employer pertaining to Health and Safety, Environment, Quality and Engineering.

2.2.12. The Contractor shall be wholly accountable and responsible for the implementation of the aspects of his designs including commissioning, putting into service and handover of his constructed designs to the Employer, and his duly appointed ECSA registered Engineers shall be held accountable and responsible for these aspects of the Works for the lifetime duration of the Works.

2.2.13. Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 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 Proposal of Alternative Designs by the Contractor

2.3.1. Should the Contractor wish to propose alternative designs, these will only be considered if they are compliant with the Employer’s requirements and they offer material benefits in terms of time or cost or quality to the works, provided that the original designs and Works Information as billed in this document have been priced.

2.3.2. Full details of such proposals shall be provided including specification, quantities, costs, method statement and programme sufficient to support such motivation. Full details of the designers including their qualifications, experience and professional indemnity insurance shall also be supplied.

2.3.3. Any alternative design is to comply with the Employer’s requirements and must be fit for purpose.
2.3.4. The specifying of minimum design criteria and parameters shall not be considered to invalidate the Contractor’s obligation to provide detailed competent designs. The Contractor must therefore, ensure that his alternative design proposals are to his satisfaction in all respects and he may apply more conservative design criteria or parameters where he considers these to be necessary to achieve satisfactory standards and comply with the requirements.

2.3.5. Should it appear later, during construction, or during the maintenance period, that the design does not conform to the specified requirements, this shall be treated as a defect.

2.4. Procedure for Submission of Contractor’s Design

2.4.1. In undertaking the Works (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included within Annexures (Refer DOC-STD 0001 Rev 03).

2.4.2. The Contractor’s documentation shall be issued to the Project Manager under cover of the Contractor’s Transmittal Note stating 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 are dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.

2.4.3. The Contractor’s Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals.

2.4.4. The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the Project Manager either at the address stated within the Contract Data or at the Project site office.

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

2.4.6. The Contractor is required to undertake design safety reviews with the Project Manager, the NEC Supervisor, the Employer’s Engineer's and Professional team, the Employer’s Health and Safety Officers, the Employer’s Environmental Officers, the Employer’s Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the Employer necessary for the provision of the Works.

2.4.7. The Contractor shall submit their designs to the Project Manager for approvals before commencing with any manufacturing or construction.

2.5. Procedure for Review and Acceptance of Contractor’s Design

2.5.1. The Contractor submits documentation as the ‘Works Information’ requires to the Project Manager for review and acceptance.

2.5.2. The Project Manager may withhold acceptance of a submission if the document submission requirements stated in the Works Information are not adhered to.

2.5.3. 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.
2.5.4. The Contractor shall allow the Project Manager 2 (two) weeks (unless otherwise stated and agreed) to review and respond to the Contractor’s submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Contractor.

2.5.5. After review, a copy of the original reviewed/marketed-up drawing/document, with the Project Manager’s consolidated comments and document status marked on the Contractor Review Label, is scanned and the copy shall be returned to the Contractor under cover of the project’s Transmittal Note for acceptance or re-submittal as instructed.

2.5.6. Contractors will be advised by e-mail or fax (accompanied by a copy of the project’s Transmittal Note) that documentation is available for their collection.

2.5.7. On receipt of the reviewed documentation the Contractor shall make any modifications requested/marketed-up and resubmit the revised documentation to the Project Manager within 2 (two) weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.

2.5.8. 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 (two) working days of receipt of the marked-up document.

2.5.9. The Contractor issues method statements in advance of carrying out items of work. The Contractor allows the period for reply for acceptance of method statements. Work does not commence until the Supervisor has accepted the relevant method statement. The Contractor does the work in accordance with the accepted method statement.

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, reconstruction, 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 grants the Employer a non-exclusive license, in accordance with the provisions of Section 22 of the Copyright Act 1978, to copy any document/calculation compiled/done by the Contractor in connection with the Works, to make free and unrestricted use thereof for his own purposes, modify some or having it modified by a third party for any reasons, to provide copies thereof to a third party (Contractors or Consultants) of the Employer to be used by them for the purposes of tendering or consultancy.

2.6.3. Furthermore, if any such document/calculation by any principal Contractor or Subcontractor is used for the Works, the Contractor requests such principal Contractor or Subcontractor to grant to the Employer a similar non-exclusive license for the purposes set out herein. The provisions of this clause do not apply to documents made in connection with the manufacturing process of Plant but only to the Plant itself.
2.7. As-Built Drawings

2.7.1. The Contractor shall provide all the as-built drawings as called for in the Employer's standard specification.

2.7.2. The Contractor submits final documentation to the Project Manager before Completion. This final documentation is documentation for which no further review is required.

2.7.3. As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0003).

2.7.4. Data Books

In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0003) and the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (Refer to DOC-STD-0003).
3. Construction

3.1. General

3.1.1. This section deals with general construction constraints relating to site wide activities. Construction constraints relating to specific activities are provided in the technical specifications included within annexures. This section is to be read in conjunction with the technical specifications and specifically those clauses in the technical specification relating to construction.

3.2. Temporary Works, Site Services & Construction Constraints

3.2.1. The site, site access, permits and site regulations

3.2.1.1. The site of the project is located on the east bank of the Coega River in the Port of Ngqura. The primary access is off the N2 national highway along a short, tarred road or, alternatively, via the west Port Entrance and through the port. The terrain can be described as generally flat to rolling for the larger part of the site, except near and along the Coega River where steeper grades exist. The site is located in the transition between southern temperate and subtropical bioclimatic zones hence it receives rainfall throughout the year.

3.2.1.2. During construction planning, wind and weather downtime will need to be taken into account, specifically considering that the local wind climate at the Port of Ngqura may have an impact on lifting operations associated with the Project.

3.2.1.3. The site is located within a designated Secure Area, and accordingly all access into the area will be through a gate with access control.

3.2.1.4. The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the Contractor has de-established from site and comply with OHS Act 85 of 1993.

3.2.1.5. The Contractor shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the Employer and shall issue each personnel member with an appropriate identification card.

3.2.1.6. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the Contractor.

3.2.1.7. Housing of the Contractor’s people on site is not permitted.

3.2.2. Information to be obtained from site

3.2.2.1. Prospective Contractors shall visit the Site of the proposed Works and acquaint themselves with the nature of the Works, the conditions under which the work is to be performed, the means of access to the site, and in general with all matters that may influence or affect the contract.

3.2.2.2. Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be considered.
3.2.3. Site security, people restrictions, work hours, conduct and records

3.2.3.1. The Contractor provides all staff working within the site area with Contractor identification cards which detail the person’s name, identity number and the foreman / engineer responsible. All costs incurred in providing construction personnel with ID cards shall be borne by the Contractor and shall be made by the Contractor to a standard acceptable to the Project Manager.

3.2.3.2. 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 Employers team during the Works.

3.2.3.3. 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.

3.2.3.4. Contractor’s staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action.

3.2.3.5. 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.

3.2.3.6. The Contractor is responsible for the security of the Works until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The Contractor’s watchmen are allowed on site for this purpose.

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

3.2.4. Health and safety facilities on Site

3.2.4.1. 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 OHSHA Act and Regulation (85 of 1993, CR 2014).

3.2.5. Cooperating with and obtaining acceptance of others

3.2.5.1. During the course of the contract, departments of Transnet and other Contractors may be working in the general area surrounding the working area. The Contractor must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions.

3.2.5.2. The Contractor shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.
3.2.5.3. The success of the project depends on the effective co-operation of all Contractors on site, and the Contractor, if necessary, must discuss his programme on a day to day basis with the Project Manager to ensure effective co-ordination.

3.2.6. Site management, traffic management and site delivery

3.2.6.1. The Contractor is required to establish a well-planned site management system. To achieve this, the Contractor will provide a comprehensive well-planned work method and schedule followed by the submission of a detailed risk assessment for approval and implementation.

3.2.6.2. The Contractor shall develop a traffic management plan in order to ensure safety in construction as well as with the interface with operations and the other contractors.

3.2.6.3. The Contractor shall plan the delivery of equipment and materials to site accordingly. The Contractor shall be responsible for temporarily upgrading the access route should the Contractor deem it necessary for the delivery of the Contractor’s Equipment and/or Materials to site.

3.2.6.4. The Contractor shall be responsible for ensuring the safe passage of construction traffic to and around the Site at all times. The Contractor shall not traverse any areas outside the immediate vicinity of the construction Site(s) or designated access routes approved by the Project Manager. Any person(s) found contravening these restrictions will be subject to disciplinary action and may be instructed to be removed off site.

3.2.7. Materials from demolition and excavation

3.2.7.1. The Contractor has no right to any Materials arising from demolitions if such Material is to be re-used and re-incorporated into the new Works and is required for the Completion of the Works as specified in the Works Information, Activity Schedules or Pricing Instructions. Title to such materials remains with the Employer. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer in accordance with ECC Clause 73.1.

3.2.7.2. The removal and disposal of the existing concrete, asphalt paving, any spoil material and material arising from the demolition of buildings remains the responsibility of the Contractor.

3.2.8. Contractor’s Equipment

This section deals with general requirements relating to the Contractor’s Equipment. Requirements of the Contractor’s Equipment relating to specific activities are contained in the technical specifications included within Annexures.

3.2.8.1. The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.2.8.2. Equipment provided by the Employer:

The Employer does not provide any Equipment for the Contractor.
3.2.9. Site services, permanent facilities and temporary facilities

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

3.2.9.2. The Contractor shall provide, maintain, relocate where necessary, and finally remove, proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

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

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

3.2.9.5. Wherever the Contractor provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.2.9.6. Unless expressly stated as a responsibility of the Employer, 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.

3.2.10. Facilities provided by the Contractor:

3.2.10.1. The Contractor submits the following drawings to the Project Manager for acceptance before commencing with the establishment of the site facilities:
   - Location drawing showing the area to be occupied by the Contractor in relation to the Port infrastructure.
   - Layout drawing of the proposed facilities.

3.2.10.2. The Contractor must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked.

3.2.10.3. Project Manager's approval must be obtained for the use of any temporary lighting on the Site due to the impact that this may have on surrounding operations.

3.2.10.4. The Contractor must maintain the working area in a neat and tidy condition to the satisfaction of the Project Manager.

3.2.10.5. The Contractor must make his own arrangements for the disposal of sewerage and waste water. Sewerage may not be disposed of on site. Transnet facilities may not be used.
3.2.10.6. The Contractor must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the Works.

3.2.10.7. The Contractor, within fourteen days after completion, must completely remove from site all his plant, materials, Equipment, stores and temporary accommodation or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the Project Manager. No excess or discarded materials, plant or stores may be buried or dumped within the Employer’s boundaries.

3.2.11. Survey control and setting out of the Works

3.2.11.1. A set of bench marks for Survey control and setting out of the Works is provided. The survey book containing the co-ordinated (x, y, z) benchmark positions is included in the Site Information annexures.

3.2.11.2. It will be the Contractor’s responsibility to check these points and to ensure that all information handed to him is correct. It will be the Contractor’s responsibility to maintain and ensure the accuracy of the beacons during the construction period.

3.2.11.3. The co-ordinate system is based on World Geodetic System 1984 (WGS84), LO31, referred to as WG31. Setting-out of the Works is in accordance with this co-ordinate system.

3.2.12. Excavations and associated water control

3.2.12.1. All excavations deeper than 1.5 m below ground level shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil, and approved by the relevant competent person appointed in writing in terms of the Occupational Health and Safety Act 85 of 1993. An evaluation of the stability of the ground, as far as reasonably practicable, is to be undertaken prior to excavation.

3.2.12.2. The Contractor shall be responsible for the protection of the works including the provision of the temporary drainage works such as drains, open channels and banks etc. and providing and operating temporary pumps and such other equipment as may be necessary for adequately protecting and dewatering the works. Work performed by the Contractor as part of the protection of the works shall be deemed included in the tendered rates for the various items captured in the Activity Schedule.

3.2.12.3. The Contractor is required to liaise with the Project Manager or Supervisor and establish as accurately as possible, the location of the various existing services situated within the working areas and record all such information on a suitable “marked-up” drawing for reference at all times. As far as possible, existing services have been shown on the drawings included in this contract. The drawings showing the existing services are supplied as a guide only.

3.2.12.4. In addition to the above, the Contractor shall consult the Project Manager prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the Project Manager to avoid damage or disruption to existing services. The Contractor shall obtain all the necessary work permits before starting any excavations in accordance with health and safety procedures.
3.2.12.5. 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.

3.2.13. Control of noise, dust, water and waste

3.2.13.1. The Contractor is to provide dust suppression as per the CEMP, PES and SES documents to ensure that dust levels resulting from the Contractor’s construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

3.2.14. Environmental controls, fauna & flora, dealing with objects of historical interest

3.2.14.1. The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

3.2.14.2. The Contractor complies with the CEMP and SES in the construction of the works, all as described in Employer’s Works Information.

3.2.15. Publicity and progress photographs

3.2.15.1. The Contractor shall obtain the permission and approval of the Employer before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public. The Contractor does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.

3.2.15.2. The Contractor provides a comprehensive photographic record of the progress of the Works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

3.2.15.3. The areas to be photographed and the quantity of photographs in each area will be determined by the Project Manager.

3.2.15.4. Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:
  - Contract reference
  - Photograph file reference
  - Date of photograph
  - Subject matter

3.3. Completion, Testing, Commissioning and Correction of Defects

3.3.1. The works to be done by the Completion Date
3.3.1.1. On or before the Completion Date the Contractor shall have done everything required to provide the Works, including removal of his establishment and equipment from the site.

3.3.1.2. The Project Manager cannot certify completion until all the work listed below has been done and is also free of defects, which would have, in his opinion, prevented the Employer from using the works and others from doing their work.

3.3.2. Use of the works before Completion has been certified

3.3.2.1. In terms of Clause 35.2 in the ECC the Employer may use any part of the works before completion has been certified.

3.3.3. As-built drawings and data packs

3.3.3.1. 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.

<table>
<thead>
<tr>
<th>Item of work</th>
<th>To be completed by</th>
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<tbody>
<tr>
<td>Submission of all data packs, quality assurance records and as-built drawings</td>
<td>30 days after Completion date</td>
</tr>
<tr>
<td>Submission of all As-built drawings</td>
<td>30 days after Completion date</td>
</tr>
</tbody>
</table>

3.3.4. Access given by the Employer for correction of Defects

3.3.4.1. 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.

3.3.5. The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

3.3.5.1. 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 3.2.13 of C3.1 Employer’s Works Information.

3.3.6. Materials facilities and samples for tests and inspections

The Contractor provides the Employer with the following materials, facilities and samples during the provision of the Works, as per ECC Clause 40.2:
3.3.6.1. The Contractor is required to provide all materials, facilities and samples for any tests required in Item 3 Plant and Material Standards and Workmanship below.

3.3.6.2. The Contractor shall furnish samples of any Plant that is other than, or different to, that specified by the Employer’s Engineers, to the Supervisor for Acceptance by the Employer’s Engineers. The Contractor is prohibited from installing said Plant without the required prior authorization from the Employers Engineers.

3.3.6.3. The Contractor shall furnish samples of any Plant that is other than, or different to, that required by the Employer’s Engineering Specifications, that shall be utilised in the Contractor’s Designs, to the Supervisor for Acceptance by the Employer’s Engineers. The Contractor is prohibited from installing said Plant without the required prior authorization from the Employer’s Engineers.

3.3.6.4. The Contractor shall furnish samples of any Plant that is proposed to be used in the Contractor’s Designs, to the Supervisor for Acceptance by the Employer’s Engineers. The Contractor is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the Employer’s Engineers.

3.3.6.5. Samples, tests and inspections required of the Contractor, shall be as specified in Section 3 of C3.1 or any other standards, specifications or statutory requirements referred to therein or annexed thereto.

3.3.6.6. The Contractor shall give notice to the Supervisor of the required inspection not less than 48 hours before the inspection is required.

3.3.6.7. The Employer will not provide any materials or facilities for the use of the Contractor, to perform tests and inspections.

3.3.7. Pre-Commissioning Tests and Commissioning

3.3.7.1. Refer to the commissioning management plan (Annexure I) for more details regarding to commissioning activities

3.3.7.2. The Contractor shall arrange for Factory Acceptance Testing of selected Electrical and Mechanical Plant as required by the Employer’s Engineers at the Supplier’s Premises before any Plant is despatched to site.

3.3.7.3. The Factory Acceptance Testing shall be witnessed by the Employers Engineers, but in doing so; the Employers Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.7.4. The Contractor shall arrange Site Acceptance Testing for the selected Plant when it arrives on site.

3.3.7.5. The Site Acceptance Testing shall be witnessed by the Employers Engineers, but in doing so; the Employers Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.7.6. The cost of the FATs and SATs, including travel, accommodation and daily stipend for the Employer’s Engineers, is part of this contract, and shall be included in the Contractor’s Price. The anticipated number of persons to be catered for in this regard is 3 (three) per FAT.
3.3.7.7. The Contractor shall appoint an independent ECSA registered commissioning engineer to conduct and coordinate the commissioning activities. The Curriculum Vitae of the commissioning engineer shall be submitted to the Project Manager and Employer’s Engineers for acceptance before his appointment.

3.3.7.8. The Employer’s Engineers and/or the Project Manager reserves the right to reject the proposed commissioning engineer if he is deemed unsuitable to carry out the commissioning activities as required by the Employer and the Employer’s Engineers.

3.3.7.9. The installation shall be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the Works are substantially complete.

3.3.7.10. The Contractor shall provide adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.

3.3.7.11. The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.

3.3.7.12. The commissioning process shall, after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions.

3.3.7.13. The Contractor shall prove the full operation, working and compliance of the installation in accordance with the specifications.

3.3.7.14. A detailed programme of the planned commissioning procedures shall be submitted to the Project Manager and Employer’s Engineers at least 14 days before commissioning commences.

3.3.7.15. The commissioning programme shall include, but is not limited to:
- A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
- Commissioning check sheets,
- Commissioning programme dates and duration

3.3.7.16. The Contractor shall supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers etc. required to test and commission the complete Works.

3.3.7.17. An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.

3.3.7.18. The Contractor shall perform any and all tests as required by any Sections or Clauses of the Works Information and any and all tests required by the Employers Specifications annexed thereto, and any and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the Employer’s Engineers and the Project Manager.

3.3.7.19. Testing and commissioning is considered part of the Works and is to be done before completion.

3.3.8. Take over procedures
The Contractor provides the following assistance to the Employer:

3.3.8.1. The Contractor ensures that the documentation as described in 1.12 of the Works Information is presented to the Project Manager before Completion.

3.3.8.2. The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the plant, services and systems that reflect the status of the completed Works for Mechanical, Electrical, and Detail Drawings, (and including Plant within the Works) to present to the Employer.

3.3.8.3. The Contractor ensures that the Project Manager has a full and accurate dossier of Maintenance and Operating Manuals that represent the buildings, plant, services and systems that reflect the status of the completed Works for Mechanical, Electrical, and Detail Drawings, (and including Plant within the Works) at the earlier of take-over or Completion.

3.3.8.4. Where the Contractor has presented Maintenance and Operating Manuals that represent the buildings, plant, services and systems that reflect the status of the completed Works for Mechanical, Electrical, Control and Instrumentation, General Layouts and Detail Drawings, (and including Plant within the Works) to the Project Manager at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.
4. Plant and Materials Standards and Workmanship

4.1. Investigation, Survey and Site Clearance

4.1.1. The Contractor will be responsible for setting out the Works.

4.1.2. The Contractor validates the information provided by the Project Manager and records all existing and final levels on a survey drawing and presents this to the Project Manager for acceptance.

4.1.3. Prior to commencing the Works the Contractor records any defects or inaccuracies related to the existing structures, paving, etc. and presents this record to the Project Manager for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the Contractor’s responsibility and for his cost.

4.2. Workmanship

4.2.1. The Contractor shall ensure that all sub-Contractors have obtained a copy of the Works Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

4.2.2. The Project Manager may, at his discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff and quality control facilities to carry out the Works to ensure compliance with the Works Information.

4.2.3. The Contractor shall accept full responsibility for the quality of his sub-Contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the Project Manager or his representative.

4.3. Building Works

4.3.1. The Model Preamble for Trades as published by the Association of South African Quantity Surveyors Model Preamble for Trades 2008 shall be applicable to all the building Works associated with this contract. The following interpretations and meanings shall apply:

4.3.1.1. In case of any conflict in interpretation, ambiguity or discrepancy between the Model Preamble for Trades 2008, (any standard or written particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract shall take precedence.

4.3.1.2. In case of any conflict in interpretation, ambiguity or discrepancy between the Model Preamble for Trades 2008 contained in this paragraph 4.3 of C3.1 Employer’s Works Information and specific statements contained elsewhere in C3.1 Employer’s Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager’s express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

4.3.1.3. Within the Model Preambles for Trades 2008, the following amendments and interpretations shall apply:
4.3.1.4. Where the word or expression "Principal Agent" is used, read "Project Manager" or "Supervisor" as the context requires.

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

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

4.3.1.7. Where the Model Preambles for Trades 2008 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC3 conditions of contract taking precedence.

4.3.1.8. Within the Model Preambles for Trades 2008, A. GENERAL, the following amendments and interpretations shall apply:

4.3.1.9. Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the Works Information. The ECC3 Contract Data Part One states the main option to apply within the ECC3 Contract between the Parties.

4.3.1.10. Within the Model Preambles for Trades 2008, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall apply. C3.1 Employer’s Works Information paragraph 3.1.6 states details of the Contractor’s title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the works.

4.3.1.11. Within the Model Preamble for Trades 2008 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 Employer’s Works Information.

4.3.1.12. The principles, meanings and interpretation stated and established within paragraphs 4.3.1.1. to 4.3.1.12. with respect to the Model Preambles for Trades 2008 apply equally to other references used within C3.1 Employer’s Works Information.

4.3.2. South African National Standards

4.3.2.1. The application of the National Building Regulations and Standards Act 103 of 1977 and the standards and codes of practice contained in SANS 10400 shall be strictly adhered to.

4.3.3. Manufacturer’s instructions and specifications

4.3.3.1. All materials and products shall be stored, used and installed in strict accordance with the manufacturer’s instructions and specifications. This shall include all materials, finishes, flooring, tiling, adhesives, aluminium cladding, brickwork, ceilings, sheeting, paint, partitions, shopfronts, window systems, waterproofing and sanitary fittings.

4.3.4. Use of locally manufactured materials and products

4.3.4.1. Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.
4.4. Civil Engineering

4.4.1. Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.4.1.1. 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 section 4.4. 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 ECC3 Clause 17.1.

4.4.2. Variations to the standardised specifications

Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

4.4.2.1. Where the word or expression "Employer" is used, read "Employer";
4.4.2.2. Where the word or expression "Contractor" is used, read "Contractor";
4.4.2.3. Where the word or expression "Engineer" is used, read "Project Manager" or "Supervisor" as the context requires;
4.4.2.4. Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);
4.4.2.5. Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

4.4.2.6. "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;
4.4.2.7. "Adequate" is deleted. The Project Manager notifies the Contractor where the Contractor has not complied with the Works Information;
4.4.2.8. "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 ECC3 main and secondary options stated therein);
4.4.2.9. Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
4.4.2.10. "Approval" by either the Project Manager and/or the Supervisor is without prejudice to ECC3 Clause 14.1 and, inter alia, ECC3 Clauses 13.1, 14.3 and 27.1.
4.4.2.11. SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).
4.4.2.12. 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.
4.4.2.13. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
4.4.2.14. Where the word or expression "Plant" is used, read "Equipment".
4.4.2.15. 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.

4.4.2.16. 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.

4.4.2.17. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

4.4.2.18. Where the word or expression “specification” is used, read “Works Information”.

4.4.2.19. 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.

4.4.2.20. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

4.4.2.21. Where the word or expression “Engineer” is used, read “Supervisor”.

4.4.2.22. SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

4.4.2.23. The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used ] used within this paragraph 6.3 of C3.1 Employer’s Works Information.

4.4.3. Site clearance, earthworks and layer works

4.4.3.1. Scope of work

The works for the site clearance, earthworks and layer works include the following:

i. Clearing of site.

ii. Exposing of existing services where indicated by Project Manager.

iii. Bulk excavation and treatment of in-situ material.

iv. Construction of G5 graded crushed stone compacted to 95% MOD AASHTO Density.

v. Construction of G2 graded crushed stone compacted to 100% MOD AASHTO Density.

vi. Construction of C1 (cement stabilised G2 graded crushed) compacted to 98% MOD AASHTO Density

vii. Construction of sand bedding

viii. Construction of G-block paving

ix. Construction of kerbs and fillet

x. Construction of concrete beams

xi. And any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works
4.4.3.2. All haul within the site boundary shall be treated as free-haul.

4.4.3.3. Supporting Specifications
This section, "Site Clearance, Earthworks and Layerworks", shall be read in conjunction with the following SABS, Transnet standard specifications and other relevant specification.

**SANS Specifications**

- SANS 1200 DM: Earthworks (roads, sub grade)
- SANS 1200 M: Roads General
- SANS 1200 ME: Subbase
- SANS 1200 MF: Base
- SANS 1200 MK: Kerbing
- SANS 1200 MJ: Segmented paving
- SANS 1200 C: Site Clearance
- SANS 1200 D: Earthworks
- SANS 1200 MH: Asphalt surfacing
- SANS 1200 MM: Ancillary roadworks

4.4.3.4. Earthworks (SANS 1200D)
Classification (Sub clause 3.1)
Notwithstanding the provisions of sub clause 3.1, the materials excavated will not be classified for the purposes of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

4.4.3.5. Spoil site

4.4.3.5.1. All excess material shall be spoiled off site in a spoil area to be identified by the Contractor. The Contractor is to allow for everything necessary to load, haul, tip, and spread and compact if necessary. Spoiling on Transnet property shall not be permitted unless a specific authority is obtained in writing. The contractor shall provide written confirmation that permission has been obtained from the operator/owner of the spoil site that they have accepted the material and all obligations in regarding to the spoiling of material has been met.

4.4.3.5.2. Where hazardous or contaminated material needs to be spoiled, the Contractor shall do so at an approved disposal site. The Contractor shall be responsible for receipt of a spoil certificate from the spoil site, which he shall copy to the Project Manager.
4.4.3.6. Exposing existing services

4.4.3.6.1. A multitude of services are known to exist over the whole area of the works and based on the information available general layout plan indicating services have been prepared. Prior to commencing work in any area the Contractor shall consult the Project Manager in regard to the location of services and shall assist him when required in locating the exact position and depths of services by means of hand excavated test holes. The location and depth of all services discovered by the foregoing investigations shall be recorded and plotted by the Contractor on an “as-built” copy of the services plan.

4.4.3.6.2. The Contractor shall assist when required in alterations to services by providing labour, plant and material and shall carry out the necessary work as instructed by the Project Manager.

4.4.3.6.3. Test holes to locate services shall be excavated at least 2 weeks ahead of construction in order to allow time for alterations to services or amendments to the design of the works. Once the services have been located the test holes are to be backfilled.

4.4.3.6.4. Claims for extension of time as a result of existing services will NOT be entertained if the operation of locating and/or protecting services is less than two weeks ahead of construction.

4.4.3.6.5. Responsibility for protection of all known services shall rest solely with the Contractor and he shall bear all costs, which may arise as a result of any damage which he may cause to such services or which may arise as a result of his operations.

4.4.3.7. Bulk excavation

4.4.3.7.1. In The existing damaged pavement layers are required to be excavated and carted to spoil site of the contractor’s choice. The nature of the material varies and includes asphalt, crusher-run, etc.

4.4.3.8. Measurement and Payment

4.4.3.8.1. Measurement and payment of road layers shall be in accordance with COLTO, all other items shall be in accordance with relevant SANS 1200 clauses. The unit of measurement for the individual items shall be as detailed in the bill of quantities.

4.4.3.9. Level and compact existing sub-grade

4.4.3.9.1. The unit of measurement shall be square metre.

4.4.3.9.2. The rate tendered shall include all costs for trimming to line and level, spreading and compacting.

4.4.3.10. Backfilling

4.4.3.10.1. The unit of measurement shall be per cubic metre backfilled.

4.4.3.10.2. The rate tendered shall include all costs incurred for selecting and transporting approved backfill material, backfilling and compacting to the required level.
4.4.3.11. Saw Cutting

4.4.3.11.1. The unit of measurement shall be per linear metre of a 100mm deep saw cut. The rate shall include all costs involved in saw cutting through the existing concrete foundations/asphalt surfacing when instructed by the Supervisor on site.

4.4.3.12. Materials

4.4.3.12.1. Disposal of material

All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump to be selected by the contractor. The haulage, dump costs and any levies etc. shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.

4.4.3.12.2. Subgrade

Preparation of the in-situ subgrade will be by means of ripping and compaction. Compaction of the in-situ subgrade will be done to a minimum of 95% of modified AASHTO maximum density for all materials, to a minimum depth of 150mm and at between ±2% and ±2% of the optimum moisture content.

4.4.3.12.3. Sub-base

A 150mm G5 sub-base conforming to the requirements of SANS 1200 ME shall be imported from a commercial source. The layer shall be compacted 150 mm layers to 95 % Mod AASHTO density.

A 150mm G2 graded crushed stone compacted to 100% MOD AASHTO density.

4.4.3.12.4. Base

The base layer shall be 200mm thick using a C1 (cement stabilised G2 graded crushed stone), compacted to 98% MOD AASHTO density. The tolerance on the base levels will be ±10mm to 0mm.

4.4.3.12.5. River Sand

The river sand shall be free from substances that may be deleterious to blocks and shall be in accordance with SANS 1200 MJ. It shall be compacted to the required level as per drawing and work specification.

4.4.3.12.6. Block paving

The units as supplied shall be free from cracks that detract from their general appearance. No unit with 15mm exceeding dimension shall be used or with covering more than 3% of the periphery of the surface that intend to be exposed. No unit shall have any protuberance of height exceeding 3mm. The surface texture and colour of the units shall fall within the range of texture and colour represented by the manufactures approved samples. The size, type and areas requiring block paving are as per the drawings.
4.4.3.13. Road marking

The Contractor shall provide all plant required to execute the works.

The lines or markings are to be painted with Plascon - Hysheen Road and Runway Paint or similar approved, at an application rate the rate of 0.42l per m².

The colour of paint to be used shall be as specified in the Schedule of Quantities and indicated on the drawing issued.

All paint shall conform to SANS 731-1. The following must be noted by the Contractor in terms of SANS 731-1:

i. The paint shall be a Type 2 Paint
ii. The paint shall be suitable for use in a parking area on a segmented concrete surface
iii. The paint is not required to be retro reflective
iv. Drying time classification shall be Class 1
v. The colours required for the completion of the contract shall be:
vi. White
vii. Red
viii. Golden Yellow (BS381C-356 or CKS 279 – D26)
ix. All the above colours to meet classifications according to SANS 1091

4.4.3.14. Construction

Construction of all pavement layers must strictly adhere to the specifications set out in COLTO. For block paving and kerbs SANS 1200MK and SANS 927 is applicable.

4.4.3.15. Base

Any portion of stabilized base that is too high shall be lowered, harrowed and reconstructed to such depth that, after compaction, the base layer is of the same standard and thickness throughout, and falls and level shall comply.

4.4.3.16. Edge restraints

Edge restraints shall be constructed as shown on drawings and shall be constructed on the base layer before any blocks/units are laid.

4.4.3.17. Removing unsuitable material

Any roadbed material which is considered by the technical officer to be of a quality that would be detrimental to the performance of the completed road shall be removed to widths and depths as instructed by the technical officer and shall be disposed of as prescribed. The excavated area shall then be backfilled with approved imported material compacted to the required density.

4.4.3.18. Tolerances

Paving as laid
The finished paved surface shall present the smooth surface or meet Supervisors requirements.

4.4.3.19. Measurement of deviations

Any deviation from the flatness of a plane surface will be measured as the maximum deviation of the surface from the straight line of length 3m joining two points on the surface, determining by means of a straight-edge the ends of which are supported on identical unit of suitable thickness placed over each of the points.

4.4.3.20. Testing/Checking

The Contractor shall carry out sufficient checks to satisfy himself that the materials used and the workmanship (construction, tolerances and strength) attained comply consistently with the specified requirements. The Supervisor will carry out checks and the result made available to the Contractor.

4.4.3.21. Trial

The Supervisor will identify the trial section and the trial shall be carried in accordance with SANS 1200 MJ – clause 7.2

4.4.3.22. Quality Control

Workmanship, tolerances and frequency of testing shall be in accordance with the relevant specifications with the following exceptions:
An indirect tensile strength and Dynamic Creep Modulus testing shall be carried out as directed by the Supervisor and allowed for in the Schedule of Prices.
A minimum of 8 tests per lot shall be required for density tests. The nature of the remainder of the tests required is described in clause 7.2 of SANS 1200 ME and SANS 1200 MF

4.4.3.23. Base

Any portion of stabilized base that is too high shall be lowered, harrowed and reconstructed to such depth that, after compaction, the base layer is of the same standard and thickness throughout, and falls and level shall comply.
Density is required of least 96 % of the Marshall density of the mix.

4.4.4. Sewer and Stormwater Drainage

4.4.4.1. Scope of Work

The works for the sewer and stormwater drainage include the following:

i. Excavate, supply, bed and lay concrete stormwater pipes
ii. Excavate, supply, bed and lay Class 34 uPVC/HDPE sewer pipes
iii. Construction of storm water grid inlet manholes
iv. Construction of sewer manholes
v. Construction of wing walls and/or scour protection at outlets
vi. And any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works.

4.4.4.2. Supporting Specifications

This section, "Sewer and Stormwater Drainage", shall be read in conjunction with the following SANS standard specifications.

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<thead>
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<td>SANS 1200 DB</td>
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<td>SANS 1200 LD</td>
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<td>SANS 1200 LE</td>
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</table>

4.4.4.3. Materials

Class 34 uPVC pipes to the diameter and length as stated on the drawings are to be used for the sewer network.

4.4.4.4. Construction

4.4.4.4.1. Brickwork manholes

All brickwork shall be built in manhole bond i.e. stretchers only on the inside face, using cement mortar as specified. Bricks shall be well soaked before use and the previous course shall be wetted before bricks are laid thereon. All joints on the internal face (and the external face above ground) shall be half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance. Intersecting walls shall be properly toothed with each other and all angles levelled and plumbed. Should cement bricks be utilised, then all internal surfaces shall be plastered with a 12mm thick 3:1 cement sand mortar mix.

When brick built' manholes are constructed in wet ground, the external surfaces shall be rendered with 12mm thick 3:1 cement sand mortar mix.

4.4.4.5. Pipe crossings

Where pipes cross one another with a vertical height difference of less than 150mm, a polystyrene block must be placed between them, and the fill material around the pipes thoroughly moistened and compacted. The contractor will be held responsible for any damage to pipes resulting from the construction of a pipe crossing.

4.4.4.6. Cut pipe ends

All ends may be cut on site. Reinforcement exposed by such cutting is to be protected with 20mm thick cement mortar.
4.4.5. Cable Ducts

4.4.5.1. Scope of Work
The works for the cable ducts include the following:

i. Excavation, bedding and backfill for cable ducts.

ii. Supply and lay PVC pipes.

iii. Laying of cable duct markers.

iv. Construction of electrical and comms manholes.

v. Any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works.

4.4.5.2. Supporting Specifications
This section, “Cable Ducts”, shall be read in conjunction with the following SANS standard specifications.

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<th>SANS Specifications</th>
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<td>SANS 1200 DB</td>
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<td>SANS 1200 LB</td>
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<tr>
<td>SANS 1200 LC</td>
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4.4.5.3. Materials
All cable ducts shall consist of the indicated number and size of pitch impregnated fibre pipes or, where indicated, hard setting durable plastic pipes.

4.4.5.4. Construction
4.4.5.4.1. Laying
Unless otherwise directed by the Supervisor, the ducts shall be laid as shown on plan layout drawing of the Standard Specification.

4.4.5.5. Depth, position and marking of ducts
4.4.5.5.1. Electrical Cable Ducts
All cable ducts are to be laid 800m below finished road level (or as specified on drawings) and the pipes must protrude 500mm beyond the edge of the hardened roadway or storm water drain. Both ends of each duct must be sealed with an end cap. The position of each duct crossing shall be indicated on site using suitable markers;

Draw wires must be provided in each duct and duct ends must be sealed with suitable stoppers. A double strand copper wire of at least 2,8mm² cross section that will serve as a screen and is to be installed approximately 200mm above all ducts over its entire length.

4.4.5.5.2. Comms manholes
All brickwork shall be built in manhole bond i.e. stretchers only on the inside face, using cement mortar as specified. Bricks shall be well soaked before use and the previous course shall be wetted before bricks are laid thereon. All joints on the internal face (and the external face above ground) shall be half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance. Intersecting walls shall be properly toothed with each other and all angles levelled and plumbed. Should cement bricks be utilised, then all internal surfaces shall be plastered with a 12mm thick 3:1 cement sand mortar mix.

When brick built manholes are constructed in wet ground, the external surfaces shall be rendered with 12mm thick 3:1 cement sand mortar mix.

4.4.6. Concrete Works

4.4.6.1. Scope of work

The works for the concrete include the following:

- i. Encasing of pipes where required
- ii. Concrete channel and fillet
- iii. Concrete wearing course (roadways and access ways)
- iv. Any other work Concrete Works arising out of or incidental to the above, or required by the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

4.4.6.2. Particular Specifications

This section, "Concrete Works", must be read in conjunction with the following specifications:

<table>
<thead>
<tr>
<th>SANS Specifications</th>
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<tbody>
<tr>
<td>SANS 1200 G</td>
<td>Concrete</td>
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<tr>
<td>SANS 1083:1994</td>
<td>Aggregates from natural sources</td>
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<td>SANS 10100-2:1992</td>
<td>The Structural use of concrete – Part 2: Materials and execution of work</td>
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<td>SANS 50197-1</td>
<td>Cement – composition, specifications and conformity criteria. Part 1: Common cements</td>
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<tr>
<td>SANS 1491-1</td>
<td>Portland cement extenders – Part 1 Ground granulated blast furnace slag</td>
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<td>SANS 1491-3</td>
<td>Portland cement extenders – Part 3 Condensed Silica Fume</td>
</tr>
<tr>
<td>TRANSNET S420</td>
<td>Specification for Concrete Work</td>
</tr>
</tbody>
</table>
4.4.6.3. Cementitious Binders

4.4.6.3.1. Cement

Common cements, complying with SANS 50197-1 shall be used for all concrete work. On no account shall masonry cements be used for concrete work, even if the strength designations are the same as for common cements.

4.4.6.3.2. Coastal Zone

In this application, which is within one kilometre of the sea, one or more of the following Portland cementations binders shall be used in all applications:

- Blast furnace cement, Type III/A, certified as containing not less than 40% and not more than 50% milled granulated blast furnace slag (MGBS), or a blend of Type 1 Portland cement with not less than 40% and not more than 50% MGBS. MGBS shall comply with SANS 1491 Part 1.
- Fly ash cement Type II/B-V or Portland fly ash cement Type II/B-W, certified as containing not less than 25% and not more than 30% fly ash shall comply with SANS 1491 Part 2.

4.4.6.4. Alkali Reactive Concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na₂O content of the concrete shall not exceed 2,0 kg/m³ where % Na₂O equivalent = % Na₂O + (0,658 x %K₂O)

4.4.6.5. Aggregates

Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.

Where aggregates have constituents, which, in the opinion of the Supervisor, may give rise to damage due to alkali-aggregate reactions, the provisions of PS: C2.3 shall be applicable. Evidence of compliance of the aggregates with the requirements of PS: C3.1 & C3.2 shall be furnished as early as practical. If required by the Project Manager, the Contractor shall submit 40kg samples for approval at least 6 weeks prior to the start of concrete construction. No aggregate shall be delivered for use in the works until approval is given.

4.4.6.6. Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete.

4.4.6.7. Cover Blocks

Cover blocks used to ensure the cover to reinforcement shall be made of cement mortar.

Cover blocks shall be dense and have a minimum 28 day crushing strength of 50 MPa (or as specified on drawings) and shall be cured in water for at least 14 days before being used.

Cover/spacer blocks made of plastic will not be permitted, no foreign objects such as rocks and wooden spacers will be permitted either.
4.4.6.8. Concrete Quality

Prior to the start of any concrete work on site, the Contractor shall submit a quality assurance plan which will ensure compliance with specification and provide acceptable documentary evidence that all specified operations have been carried out satisfactorily.

Where the minimum dimension to be placed during a single pour is larger than 600mm, and the cement content of the reinforced concrete exceeds the following:

- Cement Types I and II/ * S: 400 kg/m³
- Cement Types II/B-V and II/B-W: 450 kg/m³

The Project Manager may require that measures be instituted to reduce heat development in the concrete.

4.4.6.9. Batching

All cementations binders shall be batched by full sack or by mass batching with approved precision weighing equipment.

All aggregates shall be precisely measured by mass using approved precision batching equipment, unless otherwise permitted by the Project Manager.

Should any variation in the composition of the aggregate become apparent, the Project Manager shall be notified and a further sample of aggregate submitted immediately for his approval.

4.4.6.10. Concrete Placing

The Project Manager/Engineer shall approve the size, shape and depth of any excavation before concrete is placed.

Unless otherwise permitted by the Project Manager/Engineer, no concrete shall be placed until he has accepted the fixed reinforcement and confirmed in writing by way of a release certificate.

4.4.6.11. Construction Joints

Unless otherwise shown on the drawings, the exact position of horizontal construction joints shall be marked on the formwork by means of grout checks in order to obtain truly horizontal joints.

Stub columns, stub walls and stays on footings shall be cast integrally with the footing and not afterwards, even where another class of concrete is being used. Joint lines shall be so arranged that they coincide with features of the finished work.

Where new concrete is to be cast against a hardened concrete surface, neat cement slurry mixed to a creamy consistency shall be brushed onto the cleaned concrete surface.
Contraction joints shall be smooth and shall have one coat of lime wash or PVA applied to the older surface prior to casting the fresher concrete.

4.4.6.12. Curing Compound
Unless otherwise directed by the Project Manager, the curing compound shall be:
An approved trafficable, resin-based, white pigmented, membrane forming for slopes flatter than 1:1.
An approved clear, aesthetically acceptable, membrane forming for all other concrete surfaces, including beam and slab softits.
The curing compound shall comply with specification ASTM C309, except that the maximum permissible water loss in the test shall be 0,40 kg/m².
Alternatively, the curing compound shall be acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110 Part 1 – Chapter 6.6.

4.4.6.13. Curing Compound Application
4.4.6.13.1. The total application rate of the curing compound shall be the greater of the supplier's specification or 0,90 l/m². On textured concrete surfaces, the total application rate shall be 0,90 l/m².
4.4.6.13.2. In cases of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane forming curing compound to obtain the specified total or cumulative application rate.
4.4.6.13.3. Curing in accordance with SABS 1200 G shall commence on all concrete surfaces as soon as it is practical in the opinion of the Project Manager.
4.4.6.13.4. On unformed surfaces the curing compound shall be applied after finishing and as soon as the free water on the surface has disappeared and no water sheen is visible, but no so late that the liquid curing compound will be absorbed into the concrete.
4.4.6.13.5. On formed surfaces, the exposed concrete shall be wet with water immediately after the forms are removed and kept moist until the curing compound is applied.
4.4.6.13.6. Application of the curing compound shall begin once the concrete has reached a uniformly damp appearance with no free water on the surface.
4.4.6.13.7. Application of the compound may be done by hand or power spray.
4.4.6.13.8. The compound shall be applied at a uniform rate with two applications at right angles to each other to ensure complete coverage.
4.4.6.13.9. Pigmented compounds, without a thixotropic agent, shall be adequately stirred to assure even distribution of the pigment during application.
4.4.6.13.10. Unless otherwise directed by the Project Manager, the initial 24 hour curing of concrete surfaces not covered by formwork shall be carried out by ponding, covering with constantly wetted sand or mats, or continuous spraying in accordance with SABS 1200 G when the following climatic conditions occur:
- Wind velocity greater than 5 m/s and/or
- Ambient temperature is above 25 °C and/or
- The relative humidity is below 60 %

4.4.6.13.11. If plastic shrinkage occurs, the concrete, while still plastic, shall be re-vibrated, floated and re-coated with curing compound as if no curing has previously taken place.

4.4.6.13.12. Classification of finishes (Sub clause 5.2.1) - The surface condition required on all exposed finished concrete shall be smooth

4.4.6.14. Curing Period

The curing period for concrete containing only CEM 1 shall be 7 days.

The curing period for concrete containing CEM 1 plus cement extenders (MGBS, FA) shall be 10 days.

The curing period will start on completion of the concrete pour and for formed surfaces shall include the time for which forms are still in place after the pour.

4.4.6.15. Concrete Records

The Contractor shall maintain the following daily records for every part of the concrete structure and shall make these available at all times during the progress of the work for inspection by the Project Manager:

- The date and time during which concrete was placed
- Identification of the part of the structure in which the concrete was placed
- The mixed proportions and specified strength
- The type and brand of cement
- The slump of the concrete
- The identifying marks of test cubes made
- Curing procedure applied to concrete placed
- The times when shuttering was stripped and props removed
- The date of despatch of the cubes to the testing laboratory
- The test results.

The records shall be delivered to the Project Manager each week except in the case of sub-standard concrete, when the Project Manager shall be informed immediately.

4.4.6.16. Tolerances

Deviations shall be within the limits listed in SANS 1200 G for degree of accuracy II unless otherwise specified.

4.4.6.17. Testing and Monitoring

Frequency of sampling and testing shall be as specified in SANS 1200 G.

If the quantity of concrete from which samples were taken exceeds 40 m³, it shall be subject to the testing of a minimum of 3 sets of samples per day from each grade of concrete placed in each independent structure.
If the quantity of concrete from which samples were taken is less than 40 m³, it shall be subject to the testing of a minimum of 2 sets of samples per day from each grade of concrete placed in each independent structure.

4.4.6.18. Formwork (Clause 5.2)

All exposed concrete corners shall be provided with 20mm x 20mm chamfers.

4.4.7. Steel Palisade fencing

4.4.7.1. Steel Palisade fencing

The works for the steel palisade fencing include the following:

a) Fabrication, galvanising and installation of steel palisade fencing and posts
b) Fabrication, galvanising and installation of security gate.

Supporting Specifications

This part shall be read in conjunction with the following SANS specifications.

<table>
<thead>
<tr>
<th>SANS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1200 C</td>
<td>Site Clearance</td>
</tr>
<tr>
<td>SANS 1200 D</td>
<td>Earthworks</td>
</tr>
<tr>
<td>SANS 1200 DA</td>
<td>Earthworks (small works)</td>
</tr>
<tr>
<td>SANS 1200 G</td>
<td>Concrete</td>
</tr>
<tr>
<td>SANS 1200 HC</td>
<td>Corrosion protection to structural steelwork</td>
</tr>
<tr>
<td>SANS 1200 H</td>
<td>Structural steel work</td>
</tr>
<tr>
<td>SANS 1200 GA</td>
<td>Concrete (small works)</td>
</tr>
<tr>
<td>SANS 1200 AH</td>
<td>General (Structural)</td>
</tr>
<tr>
<td>SANS 0214</td>
<td>Palisade fence</td>
</tr>
<tr>
<td>ISO 1461:1999</td>
<td>Hot dipped galvanizing</td>
</tr>
</tbody>
</table>


And any other work arising out of or incidental to the above, or required by the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents

4.4.7.2. Method Statement
A detailed method statement is required, setting out what quality control procedures will be implemented with respect to:

- Procedures, methods and equipment for the manufacturing and galvanizing of the steel palisade fencing and gate.
- Procedures, methods and equipment to be used for the construction of the concrete bases, curtain beams.
- Procedures, methods and equipment to be used for the installation of the fencing and gate.

4.4.7.3. Palisade Fence

The palisade fences are to be manufactured from galvanised steel posts, pales and rails. Contractor to measure on site and verify correct lengths and quantities prior to manufacturing.

The steel palisade fence must conform to the following specifications:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>2,5/2.1/1.9m</td>
</tr>
<tr>
<td>Pale and post top</td>
<td>Spear</td>
</tr>
<tr>
<td>Pale profile</td>
<td>40 x 40 x 3mm angle iron</td>
</tr>
<tr>
<td>Rail profile</td>
<td>50 x 50 x 5mm angle iron</td>
</tr>
<tr>
<td>Post spacing</td>
<td>1.95m maximum</td>
</tr>
<tr>
<td>Post profile</td>
<td>IPE 100 with one Y25mm x 300mm “T” bar welded to the bottom.</td>
</tr>
<tr>
<td>Height</td>
<td>as per drawings for types A, B, &amp; C</td>
</tr>
<tr>
<td>Opening between pales</td>
<td>90mm maximum</td>
</tr>
<tr>
<td>Concrete</td>
<td>25 Mpa –19mm aggregate</td>
</tr>
<tr>
<td>Ground clearance</td>
<td>50mm maximum</td>
</tr>
<tr>
<td>Welding</td>
<td>CO2 – All round welding process</td>
</tr>
<tr>
<td>Total length of fence</td>
<td>Approximately 230m Types A</td>
</tr>
</tbody>
</table>

Certain sections of the fence will require pales and rails cut to non-standard lengths and heights to fit fence flush against adjacent structures or across stepped surfaces or diversions around existing structures/obstacles. These pales will require on site measurement and special manufacturing of the pales and fixing brackets to allow secure fixing to existing structures. These pales and rails must be measured and cut to fit before hot-dip galvanising by the Contractor.

All fixing screws and bolts must be manufactured from high tensile steel, tamperproof and hot dip galvanized to ISO 1461:1999. Under no circumstances will electroplated fasteners be allowed.

All members of the palisade fence must conform to SABS 0214 and must be galvanized to ISO 1461:1999. Details of the company undertaking the galvanizing to be submitted to the Project Manager for approval prior to sending the fence for galvanizing.

4.4.8. Post foundations

4.4.8.1. Post foundations
Type “A” where posts are to be cast into 400mm x 400mm x 900mm deep concrete foundations.

4.4.8.2. Excavation

Post foundation excavation to be done by hand to eliminate damages to existing underground services. Allow in rate for excavation by hand in all materials and removal of all layerworks to the required foundation depth.

4.4.8.3. Setting out

Contractor to set out fence line and gate positions in clearly identifiable markers and are to verify the actual positions, sizes and lengths on site with the Project Manager prior to manufacturing.

4.4.9. Gates

4.4.9.1. Swing Rail Gates

This Contract calls for the supply and installation of 6m double leaves, swing rail gates. The rail gates must be manufactured of steel and match the palisade fence. They must be to the full fence height. All gateposts must be 219mm φ round tube and a minimum of 6mm wall thickness IPE 100 with one Y25mm φ x 300mm "T" bar welded to the bottom. The gate frames must be min. 50mm x 50mm or as specified on drawings square tube. The wall thickness must be a minimum of 4mm. Double hinges must be supplied. The gates must be galvanized using the same method as for the fence.

Rail gates must be free standing from the fence. In the event of a collision with the gate, fence foundations must not be disturbed.
5. List Of Drawings

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 shall be deemed to form part of the Works Information:

<table>
<thead>
<tr>
<th>TCP Drawing Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil</td>
<td></td>
</tr>
<tr>
<td>1126901-1-001-C-LA-001-01-0A</td>
<td>Proposed Layout: Combined Services Sheet 1 OF 4</td>
</tr>
<tr>
<td>1126901-1-001-C-LA-0001-02-0A</td>
<td>Proposed Layout: Combined Services Sheet 2 OF 4</td>
</tr>
<tr>
<td>1126901-1-001-C-LA-0001-03-0A</td>
<td>Proposed Layout: Combined Services Sheet 3 OF 4</td>
</tr>
<tr>
<td>1126901-1-001-C-LA-0001-04-0A</td>
<td>Proposed Layout: Combined Services Sheet 4 OF 4</td>
</tr>
<tr>
<td>1126901-1-001-C-LA-0002-01-0A</td>
<td>Road Layout</td>
</tr>
<tr>
<td>1126901-1-001-C-DE-0001-01-0A</td>
<td>Fence and Gate Details</td>
</tr>
<tr>
<td>1126901-1-001-C-DE-0002-01-0A</td>
<td>Road Cross Section</td>
</tr>
<tr>
<td>1126901-1-001-C-DE-0003-01-0A</td>
<td>Road Long Section</td>
</tr>
</tbody>
</table>
SECTION 2

6. Management and start up

6.1. Management meetings

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

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-Off Meeting</td>
<td>Prior to Commencement of Construction</td>
<td>Port of Ngqura</td>
<td>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</td>
</tr>
<tr>
<td>Contract Progress Meeting</td>
<td>Fortnightly</td>
<td>Port of Ngqura</td>
<td>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</td>
</tr>
<tr>
<td>Risk Register and Compensation Events</td>
<td>Weekly</td>
<td>Port of Ngqura</td>
<td>Project Manager (and appropriate delegates), Supervisor (and appropriate delegates) and Contractor (appropriate key persons)</td>
</tr>
<tr>
<td>Monthly SHE meeting</td>
<td>Monthly</td>
<td>Port of Ngqura</td>
<td>Employer, Project Manager (and appropriate delegates), Contractor (line management, site Supervisors, safety officer, environmental officer and safety reps)</td>
</tr>
<tr>
<td>Safety Visible Felt Leadership Walkabout</td>
<td>Weekly</td>
<td>On Site</td>
<td>Project Manager (and appropriate delegates) and Contractor (appropriate key persons)</td>
</tr>
<tr>
<td>Safety Workshop</td>
<td>Bi-weekly</td>
<td>On Site</td>
<td>Contractor’s site Supervisors</td>
</tr>
<tr>
<td>Safety Committee Meeting</td>
<td>Every second month</td>
<td>Port of Ngqura</td>
<td>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</td>
</tr>
</tbody>
</table>

6.1.2. Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the Project Manager by the person convening the meeting within five days of the meeting.
6.1.3. 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. The *Contractor* provides documentation in accordance with the requirements of the *Contractor* Documentation Submittal Requirements and the *Contractor* Documentation Schedule (CDS) and makes specific reference thereto within his Quality Management System and Quality Procedures.

6.2.2. The *Contractor* Document Submittal Requirements is contained within Annexure B (*Contractor* Documentation Submittal Requirements) of the Works Information.

6.2.3. A standard *Contractor* Documentation 'Starter Kit' will be issued to the *Contractor* upon award and consists of the following:

   i. Standard Project Drawing Sheet;
   ii. *Contractor* Document Register (DOC-FAT-0002);
   iii. A4 Review Coversheet for Documents (DOC-FAT-0067);

6.2.4. The *Contractor* shall assign a dedicated person to provide the services required to execute the documentation control function.

6.2.5. The nominated individual shall be fully conversant with document control systems and be suitably qualified with a minimum of 5 years' experience in Document Management to provide an acceptable interface with the *Employer*’s Document Control. The CV of the nominated person shall be submitted to the *Project Manager* for approval.

6.3. **Safety risk management**

6.3.1. The *Contractor* complies with the following HAS specifications and standards:

   i. Annexure C: Health and Safety Project Specification 1126901-SP-0001;
   ii. Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
   iii. Transnet health and safety policies and procedures;
6.3.2. The Contractor ensures that its SubContractors comply with the above mentioned requirements.

6.3.3. The Employer will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.

6.3.4. The Contractor makes the HAS specification available to its employees and subcontractors in the language of this contract and other local languages as required.

6.3.5. The Contractor conducts a risk assessment and method statement pack prior to carrying out any activity on the Site to the approval of the Project Manager.

6.3.6. The lines of communication of the various personnel acting on behalf of the Project Manager, who communicates directly with the Contractor, and his key persons with respect to the HAS specification, are contained within Annexure C (Health and Safety Project Specification 1126901-SP-0001). One such person is the Clients appointed PrCHSA who will be responsible for obtaining the project construction work permit.

6.3.7. The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to the HAS Project specification and health and safety issues as per Annexure C (Health and Safety Specification 1126901-SP-0001).

6.3.8. The Contractor shall appoint a full time CHSO per shift, registered with SACPCMP for the duration of the works, the number of which depending on the scope, complexity, and high risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) 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 subcontractors) have been completed.

6.3.9. The CM is responsible, within the context of the HAS project Specification, for health and safety on the Site and reports to the Project Manager. The CM specific tasks are detailed in:

i. Annexure C (Health and Safety project Specification 1126901-SP-0001).

6.3.10. All items of plant, Equipment and vehicles travelling within the Site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

6.3.11. All employees of the Contractors will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals at the Coega Development Corporation (CDC). Medicals to include drug testing.
6.3.12. Trainings as stipulated in the HS project specification will be conducted by relevant Contractors employees before the commencement of the project.

6.3.13. All will comply with PPE requirements as mentioned in this document as well as HS project specification taking note that only long sleeve pants and shirts are allowed to be worn on site.

6.3.14. Transportation of employees will not be allowed at the back of bakkies.

6.3.15. All permit costs required for any activities relating to the project shall be for the Contractors account.

6.3.16. The Contractor shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the Site. A health and safety file to be submitted by the Contractor for approval by the Employer or Employers representative before site access can be granted. In addition, sufficient time to be allowed for health and safety file to be approved by the Employer’s HS Staff as well as TNPA SHEQ Department.

6.4. Environmental constraints and management

6.4.1. General

1. All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as well as all other applicable legislation, regulations and the accepted environmental good practice.

2. A project specific Construction Environmental Management Programme (CEMP) has been compiled and is included under Annexure D (Environmental Management Programme). The CEMP has been aligned with the Port of Ngqura Environmental Authorisations and Environmental Requirements.

3. The CEMP provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities, develop procedures and ensure project compliance with regulatory and best practice requirements. The CEMP is the minimum acceptable standard for the Project that shall be complied with at all times. The CEMP requirements shall be applicable to the main Contractor and all its service providers.

4. The Contractor must sign the declaration of understanding as a commitment to abide with the Project CEMP and the Employer’s Environmental Governance Framework. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

5. The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices as more particularly described within the CEMP.
(6) The Contractor must appoint a suitably qualified Environmental Officer with a relevant environmental qualification and a minimum of 5 years relevant construction environmental management experience.

(7) The roles and responsibilities of the Contractor's EO are clearly outlined in the CEMP.r. The appointed EO is required to be on site daily on a full time basis. Alternative arrangements must be made where night shifts are proposed. In such instances an EO must be on site for a minimum of 4 hours of the shift. The EO must be a dedicated resource to the environmental discipline and may not be shared with any other discipline on site such as Health and Safety or Quality.

(8) The Contractor will be required to submit an environmental file to the Project Manager post award of tender. Particular requirements of the Employer will be made known on award of the contract. A Site access certificate shall not be granted until the environmental file has been approved by the Employer.

6.4.2. Environmental Obligation

(1) The overarching obligations of the Contractor in terms of the CEMP.r before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area and where requested by the Construction Manager. The Contractor shall comply with the following:
   i. The Contractor shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CEMP.r are achieved.
   ii. Environmental method statements will be prepared in accordance with the requirements set out in the CEMP.r. These method statements shall form part of the environmental file.
   iii. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site.
   iv. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

(2) The Contractor shall take note of the environmental sensitivity of the Project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the Site and around any no-go areas that may be pointed out by the Project Environmental Manager. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the Construction Manager and Project Environmental Manager.

(3) The Contractor must take note of various environmental monitoring requirements during construction, as specified by the CEMP.r, and must make adequate allowance for undertaking specified monitoring.

(4) The Contractor must appoint a waste removal Service Providers as per the TNPA list of waste removal Service Providers (to be provided after contract award).
(5) During the construction period, the Contractor shall comply with the following:

1. Upon award the Contractor will receive a CD containing, but not limited to the environmental file templates and copies of the project’s EA, permits and licences and CEMP;

2. A copy of the project’s EA, permits and licences, CEMP and method statements shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in these documents;

3. The Contractor must sign a Declaration of understanding (T2.2.38) as part of a returnable acknowledging understanding of the environmental requirements for the Project. Furthermore, sufficient environmental budget must be allocated for the implementation of environmental management requirements.

4. Method statements that are required during construction must be submitted to the Project Manager for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if the method statements have not been approved by the Project Manager. The scope of the required method statements for completion by the Contractor shall, as a minimum, include all such items as are listed within the CEMP;

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

(6) The Contractor shall ensure that anyone making deliveries to Site is properly informed of all procedures and restrictions, e.g. which access roads to use, no go areas, speed limits, noise and the like, as required by the relevant project Authorisations and the CEMP, before they arrive at Site.

(7) The Contractor shall be responsible for rehabilitation/reinstatement and cleaning all areas to the satisfaction of the Employer’s Project Environmental Manager or Environmental Officer as detailed in the CEMP.

6.5. Quality assurance requirements

6.5.1. General Requirements

6.5.1.1 The Contractor shall execute the works in accordance with the project specification General Quality Requirements for Contractors and Suppliers included in Annexure E (General Quality Requirements for Contractors and Suppliers) of the Works Information.

6.5.1.2 The Contractor’s Quality Management System shall conform to the International ISO 9001 Standard or an equivalent standard acceptable to the Project Manager.

6.5.1.3 Prior to the commencement of the works on Site, the Contractor shall submit his quality assurance proposal(s) to the Employer for review. Works on Site may only commence once these proposals have been approved by the Employer.
6.5.1.4 This proposal shall detail the Contractor's quality management system as it applies to all aspects of supply or service provision, including design, procurement, manufacturing, construction, installation, erection and commissioning. The Contractor shall make allowance for the provision of suitably qualified quality control staff to manage and carry out inspection on all supplier/subcontractor activities in all disciplines included within the Works Information.

6.5.2. Quality Policy

6.5.2.1 The Quality Policy is a concise document, approved by the Contractor's executive management that defines organisational goals and objectives with regard to quality, a commitment to meeting stated requirements and an undertaking to drive continuous improvement throughout the organisation's activities. It must be suitable for the organisation and provide a framework for establishing, communicating and monitoring performance against agreed quality objectives.

6.5.3. Project Quality Plan

6.5.3.1 The Contractor shall submit a Project Quality Plan (PQP), which shall also contain specific proposals and details with regard to quality control (QC) for the scope of the works.

6.5.3.2 The PQP includes the Contractor's statement that outlines strategy, methodology, resources allocation, QA and quality control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

6.5.3.3 The PQP is generally in narrative form detailing the Project Specific QA and QC systems and controls required by the Contractor for the specific works.

6.5.3.4 The requirements for a PQP are detailed in the project standard and shall include, but not be limited to, the following:

i. Include all quality activities relevant to the works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified contractual requirements;

ii. Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing, etc.) envisaged for use, including confirmation of personnel certification as required;

iii. Include a list of all proposed method statements for Site-based work activities;

iv. Include a description of the Contractor's project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate the resources committed to the management / coordination of QA / QC activities, both within the Contractor's organization and that of his subcontractors and suppliers;

v. Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable;

vi. Identify in the PQP any supplier/subcontractor work. Supplier/subcontractor quality plans shall be approved by the Contractor, and a copy forwarded to the Project Manager for approval;
vii. Include the proposed Authorized Inspection Authority (where applicable - for pressurized equipment and systems);  
viii. Include a Data Book Index, scheduling the proposed quality records that will form the permanent record of conformance to requirements.

6.5.4. Submissions and Records

6.5.4.1 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC3 Clause 31.2 to include details of:

i. PQP for the contract;  
ii. Quality Policy;  
iii. Index of procedures to be used;  
iv. A schedule of internal and external audits during the contract.

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

6.5.4.3 The Project Manager indicates those documents required to be submitted for 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 and the dates upon which the Project Manager responded to documents submitted by the Contractor.

6.5.4.4 The index of procedures shall contain a list of the Contractor's quality management system procedures to be applied during the course of the works, including any relevant instructions or 3rd tier quality system documentation. Where aspects of the works are to be subcontracted, the Contractor shall include procedures for the management of suppliers and subcontractors.

6.5.4.5 A schedule of internal and external audits shall be included in the Contractor's PQP, detailing the location, frequency and extent of internal and external quality system audits to be carried out during the contract period. The schedule shall include all locations at which such audits are carried, i.e. the Contractor's offices and construction Sites, as well as the premises of suppliers and service providers.

6.5.5. Staffing

6.5.5.1 The Contractor shall nominate a suitably experienced quality representative for all aspects of the works, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP.

6.5.5.2 The Contractor shall submit the CV of his nominated quality representative for the Project Manager's review and approval.
6.6. **Programming and Progress Reporting**

6.6.1. General

6.6.1.1 The contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the works and in monitoring progress of the works. Key dates and completion dates, as defined in the Contract Data, are incorporated into the programme.

6.6.2. Tender Schedule

6.6.2.1 The Contractor's detailed programme, which complies with the requirements as indicated in the Works Information, shall be submitted in both hard and soft copy forms. Primavera P6 version 8.2 is being used by the Employer for planning on the project. The Contractor shall use a suitable computerised planning package (Primavera, MS Projects), as approved by the Project Manager.

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

6.6.2.3 The calendars used are based on normal working hours per day and working days per week, or as prescribed by the Project Manager.

6.6.3. Network

6.6.3.1 The Critical Path Method (CPM) technique of planning and scheduling will be used for the project. The Contractor shall provide a programme showing the critical path(s), together with a total float report for acceptance by the Project Manager.

6.6.3.2 The programme network shall have no fewer activities than the technical and commercial breakdowns listed in the activity programme.

6.6.3.3 Networks are constructed to reflect the sequence of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

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

6.6.3.5 The calendars used are based on normal working hours per day and working days per week, or as prescribed by the Project Manager in accordance with the contract.

6.6.4. Structure and Methodology

6.6.4.1 The programme layouts shall take into account the approved Facility Breakdown Structure (FBS), reflecting the manner in which the works are to be performed. The following levels of programme are to be used for this project:

   i. Level 1 Master Programme - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high level summary programme, and is included in the monthly progress report.
ii. Level 2 Project Programme - summary programme "rolled up" from the level 3 project programme. The structure and layout will be in accordance with the FBS as defined in the Level 3 programme.

iii. Level 3 Project Programme - detailed programme, which is generated for tracking and control of various activities and deliverables for all phases of the project. The activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the project leads and managers.

iv. Level 4 Project Programme - This detailed, discipline-specific programme is developed and maintained by the Contractor and generated for tracking and control of various activities and deliverables for all phases of the project. This programme utilizes the FBS structure and relates to the programmed activities in the pricing activity programme or groups of activities. The programme represents the day-to-day activities by discipline that are work-unit based and become summarized in the Level 3 activities.

6.6.5. Progress Reporting and Reports

6.6.5.1 Reporting and Monitoring:

a) To demonstrate the actual progress and forecast completion of the works, the Contractor shall, on a weekly basis, update and submit to the Project Manager the latest accepted programme and progress report, including histograms and 5-curve curves.

b) Monitoring and review of the progress of the works shall consist of an assessment of all activities currently in progress to determine percentage complete, forecast completion dates, manning histogram, showing plan versus forecast, deviations from the target programme and actions required for remedy.

c) Weekly progress review meetings shall be conducted to report and assist control of the works.

6.6.5.2 Reports:

a) Level 4 Programme - updated weekly, showing two separate bars for each task, i.e. the primary bar shall reflect the current forecast dates and the secondary bar the latest accepted programme.

b) 3-Week Look-Ahead Programme - in the same format as above, updated and issued weekly.

c) Manpower Histogram - updated and issued weekly, showing actual, forecast and planned manpower utilization.

d) 5-curves - updated and issued weekly, showing actual % complete versus planned % for the overall contract and utilizing the earned values as calculated by the detailed progress report.

e) Detailed progress report - updated and issued weekly, utilizing a spreadsheet to calculate earned progress of activities, as reflected on the Level 4 programme, based on installed
quantities. Activities shall be weighted using man-hours. Report shall indicate progress ‘this period’ and ‘progress to date’.

f) Weekly report - a narrative report consisting of an executive summary, area/facility synopsis of the works that are in progress and critical action items (top 10). The report shall be accompanied with a 3-week look-ahead programme and s-curve. A weekly health and safety report is to be submitted.

g) Monthly report - a narrative status report submitted a week before the last Friday of each month, or as required by the Project Manager. The report shall include, but not be limited to, the following:

i. Summary of progress achieved during the reporting period;

ii. Latest updated programme;

iii. Project milestones table – planned versus actual and forecast;

iv. Status and performance of on-Site works;

v. Status and performance of off-Site works;

vi. Histograms and s-curves;

vii. Critical action items list (top 10).

viii. Health and safety monthly report

6.7. Contractor’s management, supervision and key people

6.7.1. The Contractor provides an organogram of all his key people, as required by the Employer and as stated in the Contract Data, and how such key people communicate with the Project Manager and the Supervisor and their delegates.

6.7.2. The Contractor appoints an EO as a key person under ECC Clause 24.1. The EO ensures that the works, including all parts thereof, are undertaken subject to prior environmental method statement(s), approved by the Project Manager, and ensures that all the project’s EA, permits and licences and CEMPR are implemented by the Contractor in a timely and proper manner.

6.7.3. The EO provides the Project Manager with all environmental method statements for approval prior to commencing with the required works. The EO tasks are:

i. Daily, weekly, and monthly inspections of the Site and working areas. Monitor compliance with

ii. the project’s EA, permits and licences and CEMPr

iii. Reporting of environmental incidents to the Project Manager;

iv. Attendance at all SHE meetings, toolbox talks and induction programmes;

v. Litter control and ensuring the Contractor dears litter from the Site;
vi. Ensuring that environmental signage and barriers are correctly placed;

vii. The EO submits daily, weekly and monthly checklists to the Employer's EO/ECO.

6.7.4. The Contractor nominates a CIRP as a key person under ECC Clause 24.1. The CIRP is based on Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager. The Contractor is referred to Annexure F (Industrial Relations Policy and Management Plan). The CIRP tasks are:

i. Dedicated to human resources, industrial relations and any other Contractor employee related functions;

ii. Resolve all human resources and industrial relations matters arising from the Contractor's employees;

iii. Represent the Contractor at all industrial relations meetings.

6.8. Training workshops and technology transfer

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

i. Pre-mobilization workshop, scheduled for one week prior to Site establishment. Workshop will be attended by the Site management team including Site agents, all Contractor’s Supervisors and safety personnel. Additional training will include, but is not limited to, SOC training as well as DSTI training,

ii. Formal training as stipulated in the Health and Safety Project Specification 1126901-SP-0001 to be attended by Contractors identified personnel before commencement of any works

6.8.2. The Contractor provides the following documentation to the Employer:

i. Health and Safety file, including Health and Safety Management Plan but not limited to:

ii. Valid Company Letter of Good Standing

iii. Medical certificates of fitness

iv. Incident Management procedures;

v. Performance Reporting;

vi. Site Training Packages;

vii. Safe Work Method Statements;

viii. Safety Procedures;

ix. Risk Assessment Process and as well as risk assessments for all activities;

x. Insurance provided by the Employer;

xi. Insurance provided by the Employer is contained in the Contract Data – Part 1
6.9. Contract change management

6.9.1. No additional requirements apply to ECC Clause 60 series.

6.10. Provision of bonds and guarantees

6.10.1. 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.

6.10.2. 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.
9 Plant and Materials

The Contractor provides plant and materials for inclusion in the works in accordance with COLTO 1208 Item (e), unless stated otherwise 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.

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.
ANNEXURE A: TENDER DRAWINGS
ANNEXURE B: CONTRACTOR DOCUMENTATION SUBMITTAL REQUIREMENTS: DOC-STD-0001
ANNEXURE C: HEALTH AND SAFETY SPECIFICATION: 1126901-SP-0001
ANNEXURE D: Construction Environmental Management Programme (CEMPr) Ref 1126901-RPT-00013)
ANNEXURE E: GENERAL QUALITY REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS
ANNEXURE F: INDUSTRIAL RELATIONS POLICY AND MANAGEMENT PLAN ACM-IR-POL-001
ANNEXURE G: STATEMENT OF COMPLIANCE
ANNEXURE I: COMMISSIONING MANAGEMENT PLAN
PART C4: SITE INFORMATION

1. General Description

The site of the project is located on the east bank of the Coega River in the Port of Ngqura. The primary access is off the N2 national highway via the West Port Entrance and through the port. The site is located in the transition between southern temperate and subtropical bioclimatic zones hence it receives rainfall throughout the year. The mean annual precipitation varies considerably between 430mm and 670mm.

TNPA made a strategic decision to refurbish and or equip the existing berth B100. Berth B100 project is driven by a need to provide a liquid bulk berth in order to meet business as well as operational requirements at the Port of Ngqura.

The construction scope for berth B100 includes:

- Installation of fire fighting and protection systems.
- Building of Pump house
- Building of Control room
- Laying of services including culverts, water, sewage and electrical conduits, electronic conduits
- Installation of electrical cables to tie to the existing substation and Lighting
- Construction of road pavement, road marking and signage
- Installation of ICT and Security systems
- Demarcation of works to provide access
- Installation of fencing and gate and Security Kiosk
- Installation of storm water system and sedimentation tank

The above mentioned scope is split into multiple procurement packages that will be executed by the appointed contractors, figure 1 and 2 below show the site locality plan and the site layout respectively.

**FIGURE 1: LOCALITY PLAN**
2. Climate

The Port of Ngqura is located in a sub-tropical climate that is typically hot and slightly humid. Summertime temperatures can reach 35 degrees Celsius, while night times are warm, at an average 22 degrees Celsius. Winters are generally cool to cold with average low temperature of about 8 to 14 degrees Celsius and daytime highs of approximately 18 degrees, with no occurrence of snow or frost. Rainfall occurs all year round, as indicated below. Strong, gale-force winds occur mainly during summer, with light and moderate winds a common occurrence.

a. Rain Data

The monthly rainfall measurements for a 1 in 10 year return period for PE are provided in Table 1 below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rainfall (mm)</td>
<td>76.3</td>
<td>72.6</td>
<td>95.1</td>
<td>94.7</td>
<td>114.2</td>
<td>110.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rainfall (mm)</td>
<td>89.9</td>
<td>117.6</td>
<td>110.1</td>
<td>96.4</td>
<td>113.6</td>
<td>75.1</td>
</tr>
</tbody>
</table>

b. Wind Data

The wind data presented below was recorded from a station on Jahleel Island over the duration of 10 years. The data, was recorded at 15 m above CD, however the data was transformed to represent the standard U10 (wind speed at + 10 m CD) at mean hourly intervals. A non-exceedance curve for the Jahleel Island wind data is illustrated in Figure 3.
Wind in Algoa Bay is predominantly westerly. There are however seasonal fluctuations where the land breeze from NNW to NW sector dominates. This occurs mainly during the winter months. The higher wind speeds are found during spring and summer and are related to the WSW and ESE sectors. Summer and spring are considered the seasons representing extreme wind speeds. Coast normal diurnal winds occur year round, but the wind velocities of these are not as high as that from the larger weather systems. The maximum recorded extreme wind velocities are from the westerly sector.

An extreme value analysis has been carried out. The analysis is performed using the EVA (Extreme Value Analysis) toolbox (DHI, 2008a). The analysis comprises fitting a three parameter Weibull distribution using the method of moments to an extreme value series extracted from the input time-series. The extreme value series is selected using the 'peaks over threshold' or 'partial duration series' method, with the threshold defined as the value that is exceeded 8 times per year on average. To ensure independence, two successive events are extracted only if the time between the events exceeds 48 hours. The 95% confidence level to the best fit estimate is calculated using the Jack-knife method. Figure 4 illustrates the extreme wind speed analysis for Jahleel Island (omni-directional).

**FIGURE 3: JAHLEEL ISLAND WIND NON-ECEEDANCE CURVE (M/S, HOURLY AVERAGE)**

<table>
<thead>
<tr>
<th>Non Exceedance [%]</th>
<th>Wind Speed [m/s]</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0.42</td>
</tr>
<tr>
<td>25</td>
<td>3.51</td>
</tr>
<tr>
<td>50</td>
<td>5.35</td>
</tr>
<tr>
<td>75</td>
<td>8.14</td>
</tr>
<tr>
<td>100</td>
<td>24.14</td>
</tr>
</tbody>
</table>

**FIGURE 4: JAHLEEL ISLAND EXTREME WIND CONDITIONS (M/S, HOURLY AVERAGE)**
An estimate of the 1, 2, 5, 10, 50 and 100 year return interval wind climate and the corresponding upper 95% confidence limit are summarised in Table 2 below.

**TABLE 2: EXTREME WIND SPEED VALUES AT JAHELEEL ISLAND**

<table>
<thead>
<tr>
<th>Frequency of recurrence (yrs)</th>
<th>Velocities (m/s)</th>
<th>One hourly mean (A)</th>
<th>One minute mean (A x 1.243)</th>
<th>3 second mean (gust) (A x 1.509)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:1</td>
<td>20.8</td>
<td>25.8</td>
<td>31.4</td>
<td></td>
</tr>
<tr>
<td>1:5</td>
<td>21.6</td>
<td>26.8</td>
<td>32.6</td>
<td></td>
</tr>
<tr>
<td>1:10</td>
<td>23.1</td>
<td>28.7</td>
<td>34.9</td>
<td></td>
</tr>
<tr>
<td>1:50</td>
<td>24.4*</td>
<td>30.3</td>
<td>36.8**</td>
<td></td>
</tr>
<tr>
<td>1:100</td>
<td>24.9</td>
<td>30.9</td>
<td>37.6</td>
<td></td>
</tr>
</tbody>
</table>

- SABS recommended 25 m/s for all SA coastal zones
- SABS recommended 40 m/s for all SA coastal zones

3. **Zoning**
The site is categorized as Zone 8 “Port Area” under the Coega IDZ Zone Overview, Tenants and Site Reservations. The permitted activities in the “Port Area” are limited to port related activities only. The area is currently used by Transnet for import and export operations.

4. **Existing Services**
Existing services on phase 1 of the development have been identified from as-built, information include raw and potable water supply, electrical, communication, storm water and sewer infrastructure.

5. **Construction Electricity**
The Electricity distribution points are available within the construction site; it is the contractors’ responsibility to make provision for the availability of electricity to their site camps from the TNPA supply points. Water and Electricity meter must be fitted by contractors at site camps for billing purposes.

6. **Construction Water**
The water supply points are available within the construction site; it is the contractors’ responsibility to make provision for water supply to their site camps from the available connection points, the connection points will be limited to the supply of drinkable and water for concrete works due to current municipal water restrictions imposed on Port Elizabeth. Water supply for other construction activities will be discussed with the appointed contractor as Transnet is in a process of selecting the most viable option for the project.

7. **Construction Waste Management**
The contractor will be responsible for providing their own facilities to handle, contain, and dispose of both hazardous and domestic waste materials. This will be required for the duration of the construction period. The storage of oils, materials, chemicals, fuels and other to be used during the construction phase must not pose a risk to the surrounding environment. Temporary bunds must be constructed around chemical or fuel storage areas to contain possible spillages. Waste management and disposal will be undertaken in accordance with the requirements of the Project Environmental Authorisation and Environmental Management Programme.

8. **IT and internet services**
Contractors are responsible for installing IT systems and telecommunications services at their administration compound. This will cover the needs for the construction offices and facilities.

9. **Contractor Site Establishment & Traffic Management**
The Contractor’s site offices, ablution and minor stores may be located on site at identified areas and sited not to hinder work or operational activities (see Google image, Figure 5). The identified potential areas for site establishment and laydown areas for material and equipment are addressed and agreed with TNPA.
representatives. The sensitive nature of the areas wherein which the project will be undertaken as well as the number of environmental regulatory requirements that governs development within the IDZ and Port of Ngqura places various restrictions and constraints on the construction planning process.

A number of areas within the Port have been identified for spoil use that has previously been disturbed and used for similar purposes as indicated in figure 5. Availability of identified areas for use has been discussed with TNPA.

The presence of a single point of entry from N2 off-ramp (See figure 6) and the security levels of TNPA West Entrance Plaza will pose logistical bottlenecks for the contractors, therefore the appointed contractors must:

- Obtain temporary access cards for the duration of the project for all vehicles and fulltime site personnel.
- Plan and share their logistical arrangements during progress meetings to accommodate and facilitate traffic flow.
- Liaise with the TCP construction manager on site to continuously communicate with the TNPA security department about any planned material deliveries.

10. Site Access

The primary access is off the N2 national highway to the West Entrance plaza, an immediate off-ramp after the main gate to Klub road leading to berth B100. All TNPA applicable security policies will be incorporated during construction to adhere to the existing port measures. The transport of Contractor’s staff on open vehicles is not permitted on any Transnet property and contractors must abide. Access is shown on figure 6.
Fig 5. Shows potential site camps, laydown areas and spoils

Possible Site Camp & Laydown Areas
Constrction Site
Topsoil & Chipped vegetation stockpile
Figure 6 showing in route for construction vehicles to access berth B100.

Key:

- Entrance route & Exit Route
11. Permitting Requirements

11.1. Works done within Port Area

For works executed within the Port boundaries, the following permit requirements will apply:

- **Medicals:** Each of the Contractor's employees shall undergo a medical examination (inclusive of a drug test), certifying that the employee is fit and capable of undertaking the assigned tasks, as applicable;
- **Induction:** Each of the Contractor's employees shall undergo TNPA and client induction. The Contractor shall provide at least 48 hours prior notice of when such inductions are required. Each employee shall also, as part of the inductions, be required to present the medical report as outlined above;
- **Police clearance:** Each of the Contractor's employees shall have a valid police clearance;
- **Employee permitting:** Upon completion of the medicals, inductions and police clearances, the Contractor shall submit the list of employees, including full names and identification numbers, to TNPA, for issuing of a project duration permit;
- **Vehicle permits:** The Contractor shall submit a list of all vehicles entering and leaving the Port area to TNPA for issuing of vehicle permits. The list shall include the type, model and registration number of the vehicle, as well as the name of the designated driver;
- **Tool lists:** All tools (Equipment) brought into the Port area shall be declared at the TNPA main security entrance. Equipment is to be assigned to a designated vehicle, for further control during entrance and departure from the Port area;
- **Contractor's materials and equipment:** All Contractor's Equipment, Plant and Materials brought into the Port area shall be declared at the main security entrance. The documentation for such Equipment, Plant and Materials shall be presented to the TNPA security persons whenever these are removed again from within the Port boundaries;
- **Employee's Equipment:** Should the Contractor ever be required to take any of the Employee's Equipment out of the Port boundaries, such Equipment shall be identified and declared in accordance with the TNPA gate pass procedures;
- **Safety files:** Prior to commencement of any works within the Port area, the Contractor will be required to submit his safety file to the Employer and to the TNPA SHEQ department for review and approval. Provided that these files meet all requirements, an allowance of 2 weeks must be made for the approval of such files;
- **PPE:** The minimum PPE requirements for any of the Contractor's employees within the Port boundaries shall include hard hats, safety vests and safety boots. Where special circumstances dictate this, or where so advised by the Employer and/or TNPA, the Contractor shall also provide his employees with ear muffs, goggles, dust masks, harnesses, life jackets where required

Permits will also be required from the Port authorities prior to any excavations being undertaken within the site. Reference is made also to the Employer's requirements for long-term access permits, appended under Annexure A.
ANNEXURE A

EMPLOYER'S REQUIREMENTS:
LONG-TERM ACCESS PERMITS
LONGER-TERM ACCESS PERMIT.

Requirements

Longer Term Access Permit is renewable annually.

Requirements:

- Application typed on your Company’s letterhead (company registration/vat registration no and company contact details and physical address);
- Business reason in the Port and Company profile summary to be submitted;
- Contractors must disclose the details of the contracting company. (Who and the duration);
- Areas access is required in the Port, please be specific, all areas in the Port will not be accepted;
- Name, Surname and Id number of applicant (or List);
- Vehicle Registration, make and colour e.g. CA 123, VW Golf, Aqua Silver;
- Original Certified copy SA ID/Passport not longer than 12 months;
- Foreigners - certified copy of passport or other relevant documents e.g. Work permit;
- Application must be dated and signed by a senior company official or appointed official.

**Please note application for non-Marine/Port related business must be accompanied by an agent’s letter or Tenant’s Letter.

ID Tag:

Photo and fingerprint will be taken at the Customer Service Centre (CSC).

The first issue of the ID Tag is free and the cost of replacement (of Lost, damaged etc.) is R327,40 incl. vat subject to yearly tariff increase (Section 6, 2.3 and 2.5 Tariff Book).

Port Rules: Chapter 7: Security and Access

142. Compliance with the conditions of an access permit

A person in the Port must comply with the conditions of his/her access permit unless the person is in an area of the Port that is designated as not requiring an access.

143. Removal of persons and motor vehicles from a port

The Authority may remove or cause to be removed any person who or motor vehicle that fails to comply with the provision of these rules, the Harbour Master’s or Authority’s instructions or the conditions of the access permit or motor vehicle access permit.

144. Firearms

No person may carry a firearm within a port unless the Authority has authorized that person to do so.

160. Prohibited actions

No person within port limits may take photographs or film without the Authority’s permission.