Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

DESIGN AND CONSTRUCTION OF THE THIRD MANGANESE WAREHOUSE AND ASSOCIATED INFRUSTRUCTURE AT THE PORT OF SALDANHA FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR A PERIOD OF EIGHTEEN (18) MONTHS.

RFP NUMBER	**: TPT/2026/09/0002/114832/RFP**
ISSUE DATE	**: 26 November 2026**
COMPULSORY BRIEFING	**: 02 December 2026**
BRIEFING TIME	**: 10h00**
CLOSING DATE	**: 18 January 2027**
CLOSING TIME	**: 10h00**
TENDER VALIDITY PERIOD	**: 90 Business Days**

Technical Pre-qualification criteria:

The tender must be able to demonstrate that the project personnel have professional registration. The professional registration must be valid and registered with the Engineering Council of South Africa (ECSA).

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE CONSTRUCTION OF THE 3RD WAREHOUSE AND ALL ASSOCIATED INFRUSTRUCTURE AT THE PORT OF SALDANHA FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR A PERIOD OF EIGHTEEN (18) MONTHS.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at **Saldanha Bulk Terminal on 02 December 2026,** at **10:00am [Ten O'clock]** for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place, tenderers are to note**: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing.

	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative. **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**10h00 on 18 January 2027** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration.**

2. TENDER SUBMISSION

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

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

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

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

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any

confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

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

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

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

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

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

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

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

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

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

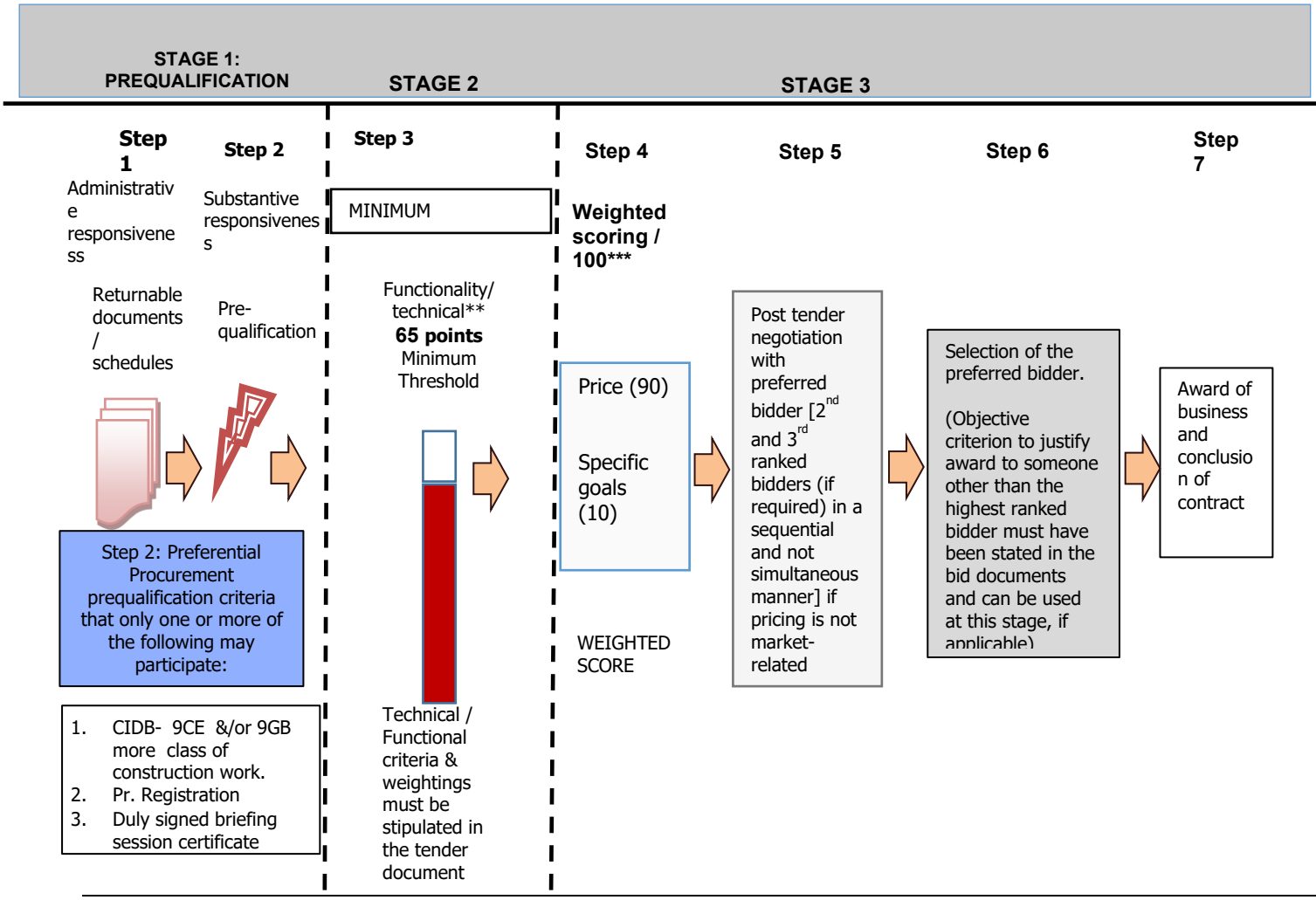
The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

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

	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Strategic Sourcing Specialist
	Name:	Lindokuhle Nsibande
	Address:	Transnet Port Terminals 202 Anton Lembede Street Durban 4000
	Tel No.	031 816 9885
	E – mail	Lindokuhle.Nsibande2@transnet.net

C.2.1 Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



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

1. **Step One - Eligibility with regards to attendance at the compulsory clarification meeting:**

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

2. **Step Two - Eligibility in terms of the Construction Industry Development Board and ECSA registration:**

   The tenderers are required to provide CIDB 9CE &/or 9GB certificate(s). Furthermore, the tenderers are required to show valid professional registration with the relevant professional body.

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

3. Stage One: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

4. Stage One: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
• Whether any general pre-qualification criteria set by Transnet, have been met including proof of duly signed briefing session certificate
• Whether the Bid contains a priced offer
• Whether the Bid materially complies with the scope and/or specification given
• Whether any set prequalification criteria for preferential procurement have been met: – CIDB -a 9CE &/or 9GB or more class of construction work
• Whether any Technical prequalification criteria have been met as follows: – The tender must be able to demonstrate that the project personnel have professional registration. The professional registration must be registered with the Engineering Council of South Africa (ECSA). The tenderer to submit the following professional registration with the tender:

Profession	Name and surname	Professional Registration (Active/Valid)	Certification Attached (Yes/No)
Project Manager		SACPMP, Pr. CPM	
Construction Manager		SACPMP, Pr. CM	
Civil Engineer		Pr Tech. Eng with ECSA	
Mechanical Engineer		Pr Tech. Eng with ECSA	
Structural Engineer		Pr Tech. Eng with ECSA	
Electrical Engineer (LV, MV Systems)		Pr Tech. Eng with ECSA	
Architect		Pr.S.Arch.T with SACAP	
SHE Officer/ Specialist		Pr. SHE Officer with SACPCMP	
Quantity Surveyor		Pr. QS with SACQSP	

The test for substantive responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further evaluation.

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

5. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **65 points.**

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

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

C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer:…… ▪ Contact person and details: …… ▪ The Tender Number: TPT/2026/09/0002/114832/RFP

- The Tender Description: Design and Construction of the Third Manganese warehouse and associated infrustructure at the Port of Saldanha for Transnet Soc Ltd (reg no. 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred as "TPT") for a period of Eighteen (18) months.

Documents must be marked for the attention of:
***Employer*'s Agent:**

C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **10:00am** on the **18 January 2027** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **90 Business days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender; 3. Proof of registration on the Central Supplier Database; 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. **Note:** Refer to Section T2.1 for List of Returnable Documents
C3.11	The minimum number of evaluation points for functionality is: **65** The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

DESCRIPTION OF THE WORKS: Construction of the 3rd Warehouse and all associated infrastructure at Port of Saldanha for Transnet SOC Ltd (reg 1990/00090/30) operating as Transnet Port Terminals (Hereinafter Referred to as "TPT") for a period of Eighteen (18) months.					
EVALUATION SHEET Management & CV's					
Returnable Schedule	**Evaluation Criteria**	**Description**	**Scoring Principal**	**Guidelines for Scoring/Evaluating**	**Weighting**
T2.2-04	**Management & CVs of Key Persons**	**Management & CVs of Key Persons**	Describe the management arrangements for the works and the tenderer is to take note that evaluation of this schedule must contain the following information: Comprehensive CV's should be attached to this schedule: As a minimum each CV should address the following, but not limited to; 1. Personal particulars. 2. Qualifications (degrees, grades of membership (active/valid) of	**Score = 0%** Failed to provide information or inadequate information provided to determine a score. Key staff do not have relevant levels of relevant experience. Key staff does not have project specific education, skills, training and experience as indicated above. · Key staff has no experience of issues pertinent to the project. **Score =20%** **Project Manager:** ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant	**30**

			professional societies and Professional registrations, all these certificates are to be attached). 3. Skills (attach certificates of short courses and training obtained). 4. Name of current employer and position. 5. Overview of post graduate experience (year, organization, position and responsibilities); 6. Outline of recent assignments / detailed experience that has a bearing on the scope of work. 7. CV's for people proposed for all identified posts including: **General experience (Just the number of years):** **Management and Engineering= 100%** **General experience (Just the number of years):** **Management and Engineering= 100%**	qualification, no projects in relevant scope, **Construction Manager**: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in relevant scope, **Electrical Engineer**: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in relevant scope, **Mechanical Engineer** (Fire,HVAC and wet services): ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Mechanical Engineer/Process Engineer** (Dust suppression): ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Civil Engineer: ≥**2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Structural Engineer**: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant	

			5% Project Manager 8% Construction Manager 12% Electrical Engineer 8% Mechanical (fire,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer 8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent **10 Points** **Education, training and skills for the following: Education, training and skills for the following: Management and Engineering =100%** 5% Project Manager 8% Construction Manager 12% Electrical Engineer 8% Mechanical (fire,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer	qualification, and no projects in similar scope, **Geotechnical Engineer**: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Architect:** ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Quantity Surveyor**: ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Health and Safety Agent**: ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, **Score=40%** **Project Manager**: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not engineering/construction management, and at least 1 similar scope project **Construction Manager:** ≥ 5 < 8 years, less than	

			8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent **10 Points** **Knowledge of issues pertinent to the project for the following: Knowledge of issues pertinent to the project for the following: Management and Engineering (This is relevant experience) = 100%** 5% Project Manager 8% Construction Manager 10% Electrical Engineer 8% Mechanical (fire,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer 8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent	National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Engineering/Construction Management Engineering, and at least 1 similar scope project **Electrical Engineer:** ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Electrical engineering, and at least 1 similar scope project **Mechanical Engineer** (Fire,HVAC and wet services): ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Mechanical engineering, at least 1 similar scope project **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Mechanical or Process engineering, at least 1 similar scope project **Civil Engineer:** ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Civil engineering, and at least 1 similar scope project	

			10 Points Weight: Total Maximum of **30 Points**	**Structural Engineer:** ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Structural engineering, and at least 1 similar scope project **Geotechnical Engineer:** ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project **Architect:** ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification , and at least 1 similar scope project **Quantity Surveyor**: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project **Health and Safety Agent**: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project **Score=60%** **Project Manager**: ≥ 8 < 10 years, minimum qualification of National Diploma or	

				relevant equal NQF level qualification, and at least 3 similar scope projects **Construction Manager**: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Electrical Engineer:** ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, at least 3 similar scope projects **Mechanical Engineer** (Fire,HVAC and wet services): ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Civil Engineer**: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and	

				at least 3 similar scope projects **Structural Engineer:** ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Geotechnical Engineer**: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Architect:** ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Quantity Surveyor:** ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects **Health and safety Agent**: ≥ 8 < 10 years, minimum qualification of National Diploma or equal NQF level, and at least 3 similar scope projects **Score=80%** **Project Manager**: ≥ 10 < 12 years,	

				minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Construction Manager:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Electrical Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Mechanical Engineer** (Fire,HVAC and wet services): ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Civil Engineer**: ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and	

				at least 5 similar scope projects **Structural Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Geotechnical Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Architect:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Quantity Surveyor:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Health and Safety Agent**: ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects **Score 100%** **Project Manager:** ≥ 12 years, minimum qualification of master's degree or	

				relevant equal NQF level qualification, and at least 7 similar scope projects **Construction Manager:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Electrical Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Mechanical Engineer** (Fire, HVAC and wet services): ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Civil Engineer: ≥** 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and	

				at least 7 similar scope projects **Structural Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects. **Geotechnical Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Architect:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Quantity surveyor:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects **Health and Safety Agent:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects	
Previous Experience					

Returnable Schedule	Evaluation Criteria	Description	Scoring Principal	Guidelines for Scoring/Evaluating	Weighting
T2.2-05	**Previous Experience**	**Previous Experience**	Tenderers are required to demonstrate their past experience in the delivery of design and built in similar complexity nature and financial magnitude projects. Tenderers are required to provide sufficient information about the reference work previously undertaken because only references that are similar to the scope of work of this contract will be considered for evaluation. Tenderers to note that completion certificates or handover certificates must be signed and stamped by the bidder's previous client. Sufficient information as per the tender returnable must be provided in the handover or completion certificate. A reference letter and handover/completion certificate that is not signed and stamped will not be considered for scoring. A clear	**Score = 100%** The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 5 or more similar projects in the last 15 years. **Score = 80%** The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 4 similar projects in the last 15 years. **Score = 60%** The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all	**30**

			project name, number, and/or tender number of the previous experience work must be provided for verification purposes. Bidders to note that Transnet may request, from the bidder's previous client, additional substantiating information or proof of previous experience. Bidders must provide traceable references. In a case where Transnet attempts to contact the reference client for verification of the previous experience provided, and there is no response for a period of five working days, the reference experience provided will not be considered. Submissions from declared subcontractors will be accepted for evaluation. In summary, tenderers to submit references of at least five (5) projects as a minimum, that have been executed and completed in last 15 years (between 2011	required information. The tenderer has successfully completed 3 similar projects in the last 15 years. **Score = 40%** The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 2 similar projects in the last 15 years. **Score = 20%** The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificate submitted with all required information. The tenderer has successfully completed 1 similar project in the last 15 years. **Score = 0%** The tenderer has submitted no information or inadequate information to determine a score.	

			and 2026) under similar conditions and circumstances as described in the Works Information and in reference to the scope areas. For reference verification purposes, the signed references letters should indicate the following information (among others) as a minimum: 1. Name of the project 2. Total budget of the project (Contract Value) 3. Date for start/award 4. Date for project completion/Handover 5. Client information (Client Name, Contact details). NB: Brief description of each project executed will provide valuable information on the nature of the works that was undertaken and completed. * Electrical MV and LV infrastructure works (4 Points) * Civil works (9 Points)		

			* Automated fire detection and suppression systems; HVAC systems; Dust extraction suppression systems and Wet services (4 Points) * Architectural works (4 Points) * Structural works (9 Points) Maximum of **30 Points**		
<u>Method Statement</u>					
Returnable Schedule	**Evaluation Criteria**	**Description**	**Scoring Principal**	**Guidelines for Scoring/Evaluating**	**Weighting**
T2.2-06	**Method Statement**	**Method Statement**	Tenderers must submit a Method statement which corresponds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, technical approach for all project stages, project management, construction management, SHEQ, and an understanding of the project objective. The method statement should cover: * Outline of proposed approach	**Score = 100%** 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. Critical aspects of the project are covered in detail. The approach paper details ways to improve the project outcomes and the quality of the outputs. (**all 8 critical aspects of the scope of works as indicated on this returnable schedule document are covered).** **Score = 80%** The approach is specifically tailored to address the specific project objectives and	**20**

			* Narrative related to the programme. * Detailed method statement, technical approach including design approach, and construction sequencing in terms of the Works Information (design philosophy), project management, construction management, and SHEQ requirements. *Demonstrate an understanding of the project objectives. *Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilized. *Detailed list of other resources utilised including a resource matrix. * Concepts, material specifications, plant data, systems concepts to demonstrate a clear understanding of the employer's requirements. The method statement shall include as a minimum but not limited to the	methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. **(Between 6 and 7 critical aspects of the scope of works as indicated on this returnable schedule document are covered).** **Score =60%** The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic. **(Between 4 and 5 critical aspects of the scope of works as indicated on this returnable schedule document are covered).** **Score =40%** The technical approach and / or methodology is poor, not realistic, and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not	

			following (the contractor must refer to the Works Information for a full description of the scope of the works):od statement should correspond to the scope of work and should outline the proposed approach /methodology of execution the works as described in the Works Information which should include but not limited to the following as one of the critical aspects of the project: 1.Geotechnical & Survey investigations 2.Design Works 3.Civil Works 4.Structural Works 5.Architectural Works 6.Electrical Works 7.Mechanical (Fire, HVAC, Wet services and Dust Suppression) 8.Commissioning and handover. Tenders to further demonstrate (Among others); the following elements as other critical aspects of the project: * The construction and	deal with the critical aspects of the project. **(Between 2 and 3 critical aspects of the scope of works as indicated on this returnable schedule document are covered).** **Score =20%** The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project**. (only 1 critical aspect of the scope of works as indicated on this returnable schedule document is covered).** **Score = 0%** The tenderer has submitted no information or information submitted is inadequate to determine a score.	

			building regulations to comply with, health & safety compliance, environmental compliance and risks management strategy. * Installation of a dust suppression system, fire suppression system. Heating, Ventilation, and Air Conditioning systems. Provide innovation solutions. Weight Elements: -Clearly articulated and based on the Works Information which the technical requirements which includes but not limited to, "studies and investigations, concepts, detailed designs, reports, construction, commissioning, and value creation" (10 points). -Demonstrates a clear understanding of the project objectives and compliance to the employer's specifications and legislations. Methodology concerned with		

			project management, construction management, and SHEQ (10 Points). Maximum Points allocation=20 Points		
<u>Quality Management</u>					
T2 2-07	**Quality Management**	**Project specific Quality Control Plan.**	Tenderers must submit a Quality Control Plan (QCP) which is specific for this project. The Quality Control Plan should outline the specific quality processes and testing requirements to ensure that the work will be executed within the required quality framework in compliance with the applicable national and international quality standards. The Quality Control Plan should cover work activities as outlined in the Works Information for this project, with a particular focus on the following key areas: 1. Inspection and Testing Plans 2. Material Testing Protocols	**Score = 100%** QCP provide detail information for each key area and, all five (5) key areas are covered. **Score = 80%** QCP provide detail information for each key area however, only four (4) key areas are covered. **Score = 60%** QCP provide detail information for each key area however, only three (3) key areas are covered. **Score = 40%** QCP provide detail information for each key area however, only two (2) key areas are covered. **Score = 20%** QCP provide detail information for each key area however, only one (1) key area is covered.. **Score = 0%** No QCP submitted or information submitted is non-compliance such that, no score can be determined.	10

			3. Applicable Regulations (SANS, CIDB etc) 4. Non-Conformance Reporting (NCR) 5. Roles & Responsibilities		
Programme					
Returnable Schedule	**Evaluation Criteria**	**Description**	**Scoring Principal**	**Guidelines for Scoring/Evaluating**	**Weighting**
T2.2-08	**Programme**	**Programme**	The Tenderers must demonstrate their ability to execute the works in terms of the Employer's requirements, by indicating the order and timing of all activities that will take place in order to provide the work safely and within in the shortest possible duration. A level 3 programme indicating all milestones, activities & information related to the following key areas should be submitted: – 1.Float, 2.Time Risk Allowances, 3.Health and safety requirements, 4.Procedures set out in this contract, 5.Work by the Employer and	**Score = 100%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed all key areas listed in this returnable (12 of 12 addressed). **Score = 80%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed most but not all key areas as listed in this returnable (Between 11 and 9) addressed). **Score = 60%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that	**10**

			Others, 6.Access to a part of the site if later than its access date, 7. Acceptances, 8.Plant & Materials and other things to be provided by the employer, 9.Information by Others, 10.Starting date, access dates, Key Dates and Completion Date 11.Planned Completion for each Key Date for each option and the complete works 12.Shows how each activity on the Activity Schedule relates to the operations on each programme	clearly indicate all milestones, activities & information related to the key areas. The tenderer has reasonable addressed some but not all key areas as listed in this returnable (Between 7 and 8 addressed). **Score = 40%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed some but not all key areas as listed in this returnable (Between 5 and 6 addressed). **Score = 20%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed few key areas as listed in this returnable (Between 3 and 4 addressed). **Score = 0%** Less than Level 3 programme submitted and/ or the submitted programme is not in MS Projects or Primavera software or information submitted	

				is inadequate such that no score can be determined.	
Technical Qualification Threshold = 65%			**TOTAL RATING**		**100**

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

- T2.2-04 Management and CV's
- T2.2-05 Previous Experience
- T2.2-06 Method Statement
- T2.2-07 Quality Management
- T2.2-08 Project Programme

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	65

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

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

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

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	2
30% subcontracting with • Black Owned EMEs and QSEs (51% BO)	8
Total	**10**

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 or 2 = 2 30% Sub-Contracting with • EMEs and QSEs (51% BO) = 8	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include

but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

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

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

T2.1 List of Returnable Documents

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

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

T2.2-02 **Eligibility Criteria Schedule –** Valid CIDB 9CE &/or 9GB certificate(s).

T2.2-03 **Eligibility Criteria Schedule –** Valid Professional registration with relevant professional body

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

T2.2-04 **Evaluation Schedule:** Management and CV's

T2.2-05 **Evaluation Schedule:** Previous experience

T2.2-06 **Evaluation Schedule:** Method Statement

T2.2-07 **Evaluation Schedule:** Quality Management

T2.2-08 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Availability of equipment and other resources

T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)

T2.2-15 Site Establishment requirements

T2.2-16 BBBEE

T2.2-17 Economic Development Plan

T2.2-30 Build Programme – CIDB Standards for CSDG

Agreement and Commitment by Tenderer:

T2.2-18 ANNEX G Compulsory Enterprise Questionnaire

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP Declaration Form

T2.2-21 RFP – Breach of Law

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 Service Provider Integrity Pact

T2.2-24 Supplier Code of Conduct

T2.2-25 POPIA

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-26 Insurance provided by the Contractor

T2.2-27 Form of Intent to provide a Performance Guarantee

T2.2-28 Forecast Rate of Invoicing

T2.2-29 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....

(Company Name)

Represented by: .....

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	**Saldanha Bulk Terminal**	
On (date)		Starting time: 10h00am

Particulars of person(s) attending the meeting:

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

Capacity .....

Attendance of the above company at the meeting was confirmed:

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

For and on Behalf of the *Employers Agent.*

Date .....

Mandatory Returnable

T2.2.-02 Eligibility (CIDB)

Note to tenderers:

Tenderers need to be registered with CIDB. The **9 CE/ GB** or higher (level 9 or higher Civil Engineering and General Buildings contractor) class of work registration with the CIBD as a pre-qualification criteria. Tenderers are required to submit a proof/confirmation that they are registered with CIDB in 9 CE/ GB (or higher).

Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.

CRS Number	Status	Grading	Expiry Date
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1. Only those tenderers who are registered with the CIDB as Civil Engineering and General buildings Contractor, 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 **9 CE/ GB** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

a) Every member of the joint venture is registered with the CIDB;

b) The lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and

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

d) The Contractor shall provide the employer with a certified copy of its signed joint venture agreement;

e) 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.

Reference to attached submissions to this schedule:

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

The undersigned, who warrants that he *I* she is duly authorized to do so on behalf of the Tenderer, confirms that the contents and referenced submissions 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 .....

	Professional Registration of Key Persons	**Tender Schedule: T2.2-03**

The tenderers must submit all active and verifiable professional registration certificates for all key personnel with the respective professional registration bodies. Tenderers should submit valid registration certificates for each key personnel. The Certification / Registration must be verifiable.
As an additional requirement, Tenderers should submit valid registration certificates for each key personnel.

Failure to comply with eligibility criteria i.e. a **"No" answer** or **"No" response** will lead to disqualification.

NB: In addition to the submission of the valid professional registrations of each of the key personal, tenderers are encouraged to submit an Organizational Chart (Org. Chart) which among others, reflects all of the key personnel.

	Eligibility Criteria	**Name of key personnel**	**Evidence Provided (Yes/No)**
1.	Project Manager must be professionally registered (SACPMP, Pr. CPM).		
2.	Construction Manager must be professionally registered (SACPMP, Pr. CM).		
3.	Civil Engineer must be registered as a minimum Pr .Tech. Eng with ECSA.		
4.	Mechanical Engineer must be registered as a minimum Pr. Tech. Eng with ECSA.		
5.	Electrical Engineer must be registered as a minimum Pr. Tech.Eng with ECSA.		
6.	Structural Engineer must be registered as a minimum Pr. Tech.Eng with ECSA.		
7.	Architect must be registered as a minimum Pr.S.Arch.T with SACAP.		
8.	Construction Health and Safety Agent be registered as a minimum Pr. Registered PrCHSA with SACPCMP		
9.	Quantity Surveyor to be register as a minimum Pr.QS with SACQSP		

Signed	Date
Name	Position
Tenderer	

T2.2-04: Evaluation Schedule: Management & CV's of Key Persons

Please describe the management arrangements for the *works* and the tenderer is to take note that evaluation of this schedule must contain the following information:

Comprehensive CV's should be attached to this schedule:

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

1. Personal particulars;
2. Qualifications (degrees, grades of membership of professional societies and

   Professional registrations, all these certificates are to be attached);
3. Skills (attach certificates of short courses and training obtained);
4. Name of current employer and position;
5. Overview of post graduate experience (year, organisation, position and responsibilities); and
6. Outline of recent assignments / detailed experience that has a bearing on the scope of work.
7. CV's for people proposed for all identified posts including:

Tenderers to note that the copies of qualification for the key persons must be certified with the commissioner of oath and the validity period for the certification is three months from the date of the tender issue. Copies of qualifications that are not certified with the commissioner of oath will not be considered for scoring.

i) **Project Manager**

The Project Manager should at least have a minimum qualification of a BSc. Eng./ B.Tech./ National Diploma in Engineering and a SACPCMP registration, Pr. CPM/ with at least 8 years post registration experience in industrial, building, and bulk earth works construction projects. The Project Manager must have experience working in at least 3 separate projects of "Design and Build" nature in NEC3 Suite of contract.

ii) **Construction Manager**

The Construction Manager should at least have a minimum qualification of a National Diploma in Engineering/Construction Management and a SACPCMP registration/Pr. CM with at least 8 years' experience post registration in industrial, building, and bulk earth works construction projects. The Construction manager must have experience working in at least 3 separate similar projects.

iii) **Mechanical Engineer (Fire,HVAC and wet services)**

The Mechanical Engineers, **Fire,** must at least have a minimum qualification of a National Diploma in Mechanical Engineering with a minimum Professional registration with ECSA as a Pr.Tech. Eng, with at least 8 years' experience post ECSA registration in Fire Protection HVAC and wet services design, installation, testing, commissioning, certification and handover. The

Mechanical Engineer must have experience working in at least 3 projects in similar mechanical scope and with the mechanical portion of the project works.

iv) **Mechanical Engineer/Process Engineer (Dust Suppression System)**

The Mechanical Engineers/Process Engineer, Dust suppression must at least have a minimum qualification of a National Diploma in Mechanical Engineering with a minimum Professional registration with ECSA as a Pr.Tech. Eng, with at least 8 years' experience post ECSA registration in Dust systems design, installation, testing, commissioning and handover. The Engineer must have experience working in at least 3 projects in similar complexity and magnitude mechanical scope.

v) **Electrical Engineer**

The Electrical Engineer must at least have a minimum qualification of a National Diploma in - Electrical Engineering with a minimum PR registration with ECSA as a Pr. Tech.Eng, with at least 8 years' experience post registration in MV and LV infrastructure projects. The Electrical Engineer must have experience working in at least 3 projects in similar electrical scope. .

vi) **Civil Engineer**

The Civil Engineer must at least have a minimum qualification of a National Diploma in Civil Engineering with a professional registration with the Engineering Council of South Africa (ECSA) with minimum Professional Technologist (Pr.Tech. Eng.) with a minimum of 8 years post professional registration experience in pavement design, stormwater and bulk earth works civil projects. The Civil Engineer must have experience working in at least 3 similar civil scope..

vii) **Structural Engineer**

The Structural Engineer must at least have a minimum qualification of a National Diploma in Civil/Structural Engineering with a minimum Professional registration with ECSA as a Pr. Tech. Eng, with at least 8 years post professional registration experience in heavy industrial buildings and bulk materials handling projects. The Structural Engineer must have experience working in at least 3 similar structural scopes. .

viii) **Architect**

The Architect must at least have a minimum qualification of a National Higher Diploma in Architecture and be registered with the South African Council for the Architectural Profession as a minimum, Pr.S.Arch.T. The Architect with a minimum of 8 years' post-registration experience and demonstrate experience working in at least 3 similar in complexity and magnitude.

ix) **Geotechnical Engineer**

Geotechnical Engineer/ Engineering Geologist to review and take responsibility for the Geotechnical Investigation and Design Report(s). The Geotechnical Engineer to be registered with the Engineering Council of South Africa (ECSA) as a professional engineer (civil). The Engineering Geologist to have a minimum National Diploma in engineering geology and be registered at the South African Council for Natural and Scientific Professions (SACNASP) as a Pr. Sci. Nat. The Geotechnical Engineer/Engineering Geologist is to have at least 8 years post professional registration experience working in at least 3 similar in complexity and magnitude.

X) Quantity Surveyor

The Quantity Surveyor must at least have a minimum qualification of a National Higher Diploma in Building Science/Quantity Surveying and be registered with the South African Council for the Quantity Surveying Profession as a minimum, Pr.QS. The Quantity Surveyor must have a

minimum of 8 years' post-registration experience and demonstrate experience working in at least 3 similar in complexity and magnitude projects.

XI) Health and Safety Consultant

The Consultant must at least have a minimum qualification of a National Higher Diploma in safety management and be registered with the South African Council for the Project and Construction Management Profession as a minimum, Professional health and safety consultant. The consultant must have a minimum of 8 years' post-registration experience and demonstrate experience working in at least 3 similar in complexity and magnitude projects.

XII) Details of experience for proposed staff working in similar projects in terms of nature, competency and value.

XIII) An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

XIV) Details of experience for proposed staff in respect of NEC3 Engineering & Construction Contract option chosen for this Contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful. OBJ

Attached submissions to this schedule:

.....

.....

.....

working in at least 3 similar in complexity and magnitude

The scoring of the Management & CV's of Key Persons will be as follows:

Weight	General experience (Just the number of years): Management and Engineering= 100% 5% Project Manager 8% Construction Manager 12% Electrical Engineer 8% Mechanical (fire ,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer 8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent	Education, training and skills for the following: Management and Engineering =100% 5% Project Manager 8% Construction Manager 12% Electrical Engineer 8% Mechanical (fire,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer 8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent	Knowledge of issues pertinent to the project for the following: Management and Engineering (This is relevant experience) = 100% 5% Project Manager 8% Construction Manager 12% Electrical Engineer 8% Mechanical (fire,HVAC and wet services) 14% Civil Engineer 16% Structural Engineer 8% Geotechnical Engineer 8% Engineer (Dust suppression) 8% Architect 5%Quantity surveyor 8%Health and safety Agent
Maximum of **30** Points	**10**	**10**	**10**
Score 0%	Failed to provide information or inadequate information provided to determine a score	Failed to provide information or inadequate information provided to determine a score	Failed to provide information or inadequate information provided to determine a score
Score 20%	Key staff do not have relevant levels of relevant experience.	Key staff does not have project specific education, skills, training and experience as indicated above.	Key staff has no experience of issues pertinent to the project.
	▪ **Project Manager:** ≥2<5 years, less than National N6 (e.g. N3) or irrelevant qualification, no projects in relevant scope, ▪ **Construction Manager:** ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in relevant scope, ▪ **Electrical Engineer:** ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in relevant scope, ▪ **Mechanical Engineer** (Fire, HVAC and wet services): ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, ▪ **Mechanical Engineer/Process Engineer** (Dust suppression): ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope, ▪ **Civil Engineer:** ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,		

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Structural Engineer: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,
Geotechnical Engineer: ≥2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,
Architect: ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,
Quantity Surveyor: ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,
Health and Safety Agent: ≥ 2< 5 years, less than National N6 (e.g. N3) or irrelevant qualification, and no projects in similar scope,

</td></tr>
<tr><td rowspan="2">Score 40%</td><td>Key staff have limited levels of general experience</td><td>Key staff have limited levels of project specific education, skills, training and experience</td><td>Key staff have limited experience of issues pertinent to the project</td></tr>
<tr><td colspan="3">

Project Manager: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not engineering/construction management, and at least 1 similar scope project
Construction Manager: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Engineering/Construction Management Engineering, and at least 1 similar scope project
Electrical Engineer: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Electrical engineering, and at least 1 similar scope project
Mechanical Engineer (Fire,HVAC and wet services): ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Mechanical engineering, at least 1 similar scope project
Mechanical Engineer/Process Engineer (Dust suppression): ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Mechanical or Process engineering, at least 1 similar scope project
Civil Engineer: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Civil engineering, and at least 1 similar scope project
Structural Engineer: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification that is not Structural engineering, and at least 1 similar scope project
Geotechnical Engineer: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project
Architect: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification , and at least 1 similar scope project
Quantity Surveyor: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project

</td></tr>
</table>

<table>
<tr><td></td><td colspan="3">▪ Health and Safety Agent: ≥ 5 < 8 years, less than National Diploma (e.g. N6) or relevant equal NQF level qualification, and at least 1 similar scope project</td></tr>
<tr><td rowspan="3">Score 60%</td><td>Key staff have reasonable levels of general experience</td><td>Key staff have reasonable levels of project specific education, skills, training and experience</td><td>Key staff have reasonable experience of issues pertinent to the project</td></tr>
<tr><td colspan="3">▪ Project Manager: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Construction Manager: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Electrical Engineer: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, at least 3 similar scope projects

▪ Mechanical Engineer (Fire,HVAC and wet services): ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Mechanical Engineer/Process Engineer (Dust suppression): ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Civil Engineer: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Structural Engineer: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Geotechnical Engineer: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Architect: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Quantity Surveyor: ≥ 8 < 10 years, minimum qualification of National Diploma or relevant equal NQF level qualification, and at least 3 similar scope projects

▪ Health and safety Agent: ≥ 8 < 10 years, minimum qualification of National Diploma or equal NQF level, and at least 3 similar scope projects</td></tr>
<tr><td rowspan="2">Score 80%</td><td>▪ Key staff have extensive levels of general experience</td><td>Key staff have extensive levels of project specific education, skills, training and experience</td><td>Key staff have extensive experience of issues pertinent to the project</td></tr>
<tr><td colspan="3">▪ Project Manager: ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects

▪ Contracts Manager: ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects</td></tr>
</table>

	▪ **Electrical Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Mechanical Engineer** (Fire,HVAC and wet services): ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Civil Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Structural Engineer**: ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Geotechnical Engineer:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification , and at least 5 similar scope projects ▪ **Architect:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification , and at least 5 similar scope projects ▪ **Quantity Surveyor:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects ▪ **Health and Safety Agent:** ≥ 10 < 12 years, minimum qualification of Btech or relevant equal NQF level qualification, and at least 5 similar scope projects		
Score 100%	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

	▪ **Project Manager:** ≥ 12 years, minimum qualification of master's degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Construction Manager:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Electrical Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Mechanical Engineer** (Fire, HVAC and wet services): ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Mechanical Engineer/Process Engineer** (Dust suppression): ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Civil Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Structural Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects. ▪ **Geotechnical Engineer:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Architect:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects in ▪ **Quantity surveyor:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects ▪ **Health and Safety Agent:** ≥ 12 years, minimum qualification of master's Degree or relevant equal NQF level qualification, and at least 7 similar scope projects

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

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

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

Tenderer .....

T2.2-05: Evaluation Schedule - Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their past experience in the delivery of design and built in similar complexity nature and financial magnitude projects. Tenderers are required to provide sufficient information about the reference work previously undertaken because only references that are similar to the scope of work of this contract will be considered for evaluation.

Tenderers to note that completion certificates or handover certificates must be signed and stamped by the bidder's previous client. Sufficient information as per the tender returnable must be provided in the handover or completion certificate. A reference letter and handover/completion certificate that is not signed and stamped will not be considered for scoring. A clear project name, number, and/or tender number of the previous experience work must be provided for verification purposes. Bidders to note that Transnet may request, from the bidder's previous client, additional substantiating information or proof of the previous experience. Bidders must provide traceable references. In a case where Transnet attempts to contact the reference client for verification of the provided previous experience, and there is no response for a period of five working days, the reference experience provided will not be considered. Submissions from declared sub-contractors will be accepted for evaluation.

Tenderes to provide previous experience showing but not limited to the following scope areas:

- Electrical MV and LV infrastructure Installation Works: LV/MV Power systems Design, installations, commissioning of MV/LV reticulation and distribution systems, LV/MV cable laying and splicing, power quality, PV and/or wind systems, Earthing and lightning protection, all installation works as per the SoW.
- Civil: Design and construction of structural pavement layerworks / surfacing/access ways and stormwater in a port/ heavy industrial environment.
- Structural: Design and construction of heavy industrial storage structures in the port environment supporting bulk material handling infrastructure and equipment.
- Mechanical: Automatic fire detection and suppression systems: Provide evidence of type of fire protection designs, installation, testing, commissioning, certification and handover of fire protection systems and equipment supply.
- Mechanical: HVAC Systems-Provide evidence for previously undertaking the design, supply, and installation, testing, commissioning, certification and handover of HVAC or climate control system.

- Mechanical: Automated dust suppression/extraction systems: Provide evidence of Type of dust suppression and extraction systems, designs, installation, testing, commissioning and handover and equipment supply in this regard.
- Mechanical: Wet services – Provide evidence of wet services systems for fire, potable water and all other related systems in terms of design, supply, installation, testing, commissioning, certification and handover of wet services systems.
- Architecture: Design of industrial building structures and related supervision during construction.

In summary, tenderes to submit references of at least five (5) projects as a minimum, that have been executed and completed in last 15 years (between 2011 and 2026) under similar conditions and circumstances as described in the Works Information and in reference to the scope areas.

For reference verification purposes, the signed references letters should indicates the following information (among others) as a minimum:

1. **Name** of the **project**

2. **Total budget** of the project (**Contract Value**)

3. **Date** for start/**award**

4. **Completion certificates**

5. **Client** information (Client **Name**, Contact **details**).

NB: Brief description of each project executed will provide valuable information on the nature of the works that was undertaken and completed. Furthermore, each category will be scored in line with the outlined scoring criteria, including all sub-category requirements.

NB: The Employer will verify all references submitted by bidders. References that cannot be verified to the satisfaction of the Employer shall be deemed invalid and will not be considered during the evaluation process. Should it be established that a bidder has provided false, misleading, or fraudulent references, the bidder shall be disqualified from the tender process as stipulated in Section 5 of the Integrity Pact, and further sanctions may be imposed as per section 6 of the Integrity Pact.

Construction Previous Experieince					
Client	**Client contact details**	**Project Description**	**Year of project completion**	**Contract Value**	**Subcontractors**

This table need to be completed in totality for assessment of construction capabilities for the similar complexity and value of previous projects undertaken, starting from the most recent projects completed:

The scoring of the Previous Experience will be as follows and in particular, the tenderers must demonstrate their experience in the following areas:

	Electrical MV and LV infrastructure works	**Civil works**	**Automated fire detection and suppression systems ; HVAC systems; Dust extraction suppression systems and Wet services**	**Architectural works**	**Structural works**
Maximum of **30** Points	**4**	**9**	**4**	**4**	**9**

	The scoring will be as follows:
(score 0%)	The tenderer has submitted no information or inadequate information to determine a score.
(score 20%)	The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificate submitted with all required information. The tenderer has successfully completed 1 similar project in the last 15 years.
(score 40%)	The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 2 similar projects in the last 15 years.
(score 60%)	The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 3 similar projects in the last 15 years.
(score 80%)	The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 4 similar projects in the last 15 years.
(score 100%)	The tenderer has sufficient experience in relation to the project and has worked previously under similar conditions and circumstances as outlined in this Works Information. Signed Completion Certificates submitted with all required information. The tenderer has successfully completed 5 or more similar projects in the last 15 years.

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

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

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

Tenderer .....

T2.2-06: Evaluation Schedule – Method Statement

Tenderers must submit a Method statement which corresponds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, technical approach for all project stages, project management, construction management, SHEQ, and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include a high-level project schedule which is aligned to the programme. Tenderers to also exhibit a clear understanding of the scope of works 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 and methodology they would adopt to address them. The method statement 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. Consideration should be made to design objectives with respect to the legislations and compliance standards.

Tenderer shall attach applicable plant data (data sheets, specification, general arrangements, concept designs) for plant, systems, and/or technology to demonstrate compliance to scope and an understanding of the employer's requirements.

The method statement should cover:

- Outline of proposed approach
- Narrative related to the programme.
- Detailed method statement, technical approach including design approach, and construction sequencing in terms of the Works Information (design philosophy), project management, construction management, and SHEQ requirements.
- Demonstrate an understanding of the project objectives.
- Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilised.
- Detailed list of other resources utilised including a resource matrix.
- Concepts, material specifications, plant data, systems concepts to demonstrate a clear understanding of the employer's requirements.

The method statement 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):

Index of documentation attached to this schedule:

.....

.....

.....

.....

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.....

Method statement should correspond to the scope of work and should outline the proposed approach /methodology of execution the works as described in the Works Information and should cover *(but not limited to)* the following critical aspects of the project (from 1 to 8):

1. Geotechnical & Survey investigations
2. Design Works
3. Civil Works
4. Structural Works
5. Architectural Works
6. Electrical Works
7. Mechanical (Fire, HVAC, Wet services and Dust Suppression)
8. Commissioning and handover

Tenders to further demonstrate (Among others); the following elements as other critical aspects of the project:

- The construction and building regulations to comply with, health & safety compliance, environmental compliance and risks management strategy.
- Installation of a dust suppression system, fire suppression system. Heating, Ventilation, and Air Conditioning systems. Provide innovation solutions.

The scoring of the approach paper will be as follows:

Elements: **Weight**		Clearly articulated and based on the Works Information which the technical requirements which includes but not limited to, "studies and investigations, concepts, detailed designs, reports, construction, commissioning, and value creation".	Demonstrates a clear understanding of the project objectives and compliance to the employer's specifications and legislations. Methodology concerned with project management, construction management, and SHEQ.
	Max **20** Points	10	10
The score will be as follows:			
	0	The tenderer has submitted no information or information submitted is inadequate to determine a score.	
	20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. **(only 1 critical aspect of the scope of works as indicated on this returnable schedule document is covered).**	
	40	The technical approach and / or methodology is poor, not realistic, and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. **(Between 2 and 3 critical aspects of the scope of works as indicated on this returnable schedule document are covered).**	
	60	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic. **(Between 4 and 5 critical aspects of the scope of works as indicated on this returnable schedule document are covered).**	
	80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. **(Between 6 and 7 critical aspects of the scope of works as indicated on this returnable schedule document are covered).**	
	100	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. Critical aspects of the project are covered in detail. The approach paper details ways to improve the project outcomes and the quality of the outputs. **(all 8 critical aspects of the scope of works as indicated on this returnable schedule document are covered).**	

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-07 Evaluation Schedule: Quality Management

Tenderers must submit a project specific Quality Control Plan (QCP) which is specific for this project. The Quality Control Plan should outline the specific quality processes and testing requirements to ensure that the work will be executed within the required quality framework in compliance with the applicable national and international quality standards.

The Quality Control Plan should cover work activities as outlined in the Works Information for this project, with a particular focus on the following key areas:

1. Inspection and Testing Plans
2. Material Testing Protocols
3. Applicable Regulations (SANS, CIDB etc.)
4. Non-Conformance Reporting (NCR)
5. Roles & Responsibilities

The scoring will be as follows:

Project specific Quality Control Plan.	For the maximum points, the Quality Control Plan should cover the work activities as outlined in the Works Information with particular focus to the key areas as described above.	**Score = 100%** QCP provides detailed information for each key area and all five (5) key areas are covered. **Score = 80%** QCP provides detailed information for each key area, however, only four (4) key areas are covered. **Score = 60%** QCP provides detailed information for each key area however, only three (3) key areas are covered. **Score = 40%** QCP provides detailed information for each key area however, only two (2) key areas are covered. **Score = 20%** QCP provides detailed information for each key area however, only one (1) key area is covered. **Score = 0%** No QCP submitted or information submitted is non-compliance such that no score can be determined.

Maximum of **10** Points

Reference to attached submissions to this schedule:

.....
.....

The undersigned, who warrants that he *I* she is duly authorized to do so on behalf of the Tenderer, confirms that the contents and referenced submissions 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 .....

T2.2-08: Evaluation Schedule: Programme

Note to tenderers:

The tenderer must provide a hard copy proposed programme to this returnable schedule.

The Programme should indicate the following columns as a bare minimum:

Task ID	**Task description**	**Start date**	**Finish date**	**Successor**	**Time risk allowances (TRA)**

The tenderer shall provide the proposed programme detailed to minimum of level 3 showing as a minimum.

- **Programme**

  The tenderer should clearly indicate in the programme all milestones, activities & information related to the following key areas:

  1. Float,
  2. Time Risk Allowances,
  3. Health and safety requirements,
  4. Procedures set out in this contract,
  5. Work by the *Employer* and Others,
  6. Access to a part of the site if later than its *access date,*
  7. Acceptances,
  8. Plant & Materials and other things to be provided by the employer,
  9. Information by Others,
  10. *starting date, access dates*, Key Dates and Completion Date
  11. Planned Completion for each Key Date for each option and the complete works
  12. Shows how each activity on the Activity Schedule relates to the operations on each programme

NB: The programme should be presented on Micro-Soft Project (MS Project) or Primavera software.

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

The scoring of the programme will be as follows:

1. Programme	The Tenderers must demonstrate their ability to execute the works in terms of the Employer's requirements, by indicating the order and timing of all activities that will take place in order to provide the work safely and within in the shortest possible duration. A level 3 programme indicating all milestones, activities & information related to the following key areas should be submitted: – 1.Float, 2.Time Risk Allowances, 3.Health and safety requirements, 4.Procedures set out in this contract, 5.Work by the Employer and Others, 6.Access to a part of the site if later than its access date, 7. Acceptances, 8.Plant & Materials and other things to be provided by the employer, 9.Information by Others, 10.Starting date, access dates, Key Dates and Completion Date 11.Planned Completion for each Key Date for each option and the complete works 12.Shows how each activity on the Activity Schedule relates to the operations on each programme	**Score = 100%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed all key areas listed in this returnable *(12 of 12 addressed).* **Score = 80%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed most but not all key areas as listed in this returnable *(Between 11 and 9) addressed).* **Score = 60%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has reasonable addressed some but not all key areas as listed in this returnable *(Between 7 and 8 addressed).* **Score = 40%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has addressed some but not all key areas as listed in this returnable *(Between 5 and 6 addressed).* **Score = 20%** A level 3 programme on MS Projects or Primavera software has been submitted as a minimum, that clearly indicate all milestones, activities & information related to the key areas. The tenderer has

		addressed few key areas as listed in this returnable *(Between 3 and 4 addressed).* **Score = 0%** Less than Level 3 programme submitted and/ or the submitted programme is not in MS Projects or Primavera software or information submitted is inadequate such that no score can be determined.

Maximum of **10** Points

Reference to attached submissions to this schedule:

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

The undersigned, who warrants that he *I* she is duly authorized to do so on behalf of the Tenderer, confirms that the contents and referenced submissions 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 .....

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed		Date	
Name		Position	Sole Proprietor

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

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

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

Attach additional pages if more space is required.

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

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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.....
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T2.2-12: Risk Elements

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

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

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

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

T2.2-13: Availability of Equipment and Other Resources

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

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

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

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

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

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

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-16 Schedule: B-BBEE Status Level 1 and 2

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

It is a specific tendering condition that tenderers:

Number of points allocated (90/10)		
Selected Specific Goal	**Number of Points**	**Price**
B-BBEE Level of contributor – Level 1 or 2	2	
30% Sub-Contracting with • EMEs and QSEs (51% BO)	8	
Total	**10**	**90**

T2.2-17: ECONOMIC DEVELOPMENT PLAN - TRANFORMATIONAL OBJECTIVES

1.1 Transnet as a State Owned Company has an important role to play in the economic development and transformation of the country.

1.2 Transnet is committed to contributing to the economic transformation of South Africa through the implementation of B-BBEE and acknowledges B-BBEE as a critical component of achieving sustainable and inclusive economic development, social stability and labor absorbing economic growth. Transnet will therefore optimize its contribution to B-BBEE in the execution of its mandate.

1.3 As part of ensuring that we contribute to the economic development and transformation of the country while in the execution of our mandate, Transnet will leverage on its procurement activities through the implementation of the Economic Development Plan to contribute to the economic and transformational objectives of the country.

1.4 In line with our Transformational objectives and to ensure that our procurement activities fully support our economic development and transformational objectives, Transnet, henceforth, requires bidders to submit an Economic Development Proposal/Plan which will form part of the Essential Returnable Document bid submission.

1.5 The Economic Development Plan is expected to be a plan or proposal that outlines the bidder's plan, as a result of award of the contract, to contribute to build a competitive, inclusive and sustainable economy that promotes creation and preservation of employment, improves the economic participation of black owned companies, local economic development and ultimately improves the living standards of local communities.

1.6 The bidder is required to provide a comprehensive Economic Development Plan that outlines the implementation strategy and the impact thereof arising from the award of the contract. The Plan, should at a minimum (not limited to the below elements) address the following key economic development elements;

1.6.1 Local Production Initiatives

1.6.1.1 Bidder is required to submit a detailed product/components localization plan covering the following:

- List of items/components to be localized
- Bidder to identify and submit list of suppliers for local production of components
- Implementation plan for the identified components/items

1.6.2 Job Creation and Job Preservation

1.6.2.1 Bidder is required to submit a detailed job creation and preservation plan covering the following:

- Number and rand value of new jobs to be created for black people as result of award of contract
- Number and rand value of new jobs to be created for black women as result of award of contract

- Number and rand value of news to be created for black youth as result of award of contract
- Number and rand value of new jobs to be created for black persons living with disabilities as result of award of contract
- Number and rand value of existing jobs to be persevered as result of award of contract
- Number and rand value of new jobs to be created in each region for people residing in the region of contract

1.6.3 Skills Transfer and Development Initiatives

1.6.3.1 Bidder is required to submit a detailed Skills Transfer and Development plan covering the following:

- Number and rand value of black people to be trained over the contract period
- Number and rand value of black youth to be trained over the contract period
- Number and rand value of black women to be trained over the contract period
- Number and rand value of higher education bursaries/scholarships to be provided to black your over the contract period
- Training and skills development initiatives targeted at local black-owned suppliers

1.6.4 Subcontracting

1.6.4.1 Bidder is required to submit a detailed subcontracting plan covering the following:

- Bidder is required to subcontract a minimum of 30% of the contract value to SMMEs falling into the below categories
  - EME or QSE which is at least 51% owned by black people
  - EME or QSE which is at least 51% owned by black people who are women
  - EME or QSE which is at least 51% owned by black people who are youth
  - EME or QSE which is at least 51% owned by black persons living with disability
- Bidders is required to identify and submit a list of possible subcontractors for each region.

1.6.5 Socio-Economic Development Initiatives

1.6.5.1 Bidder is required to submit a detailed socio-economic development plan with initiatives aimed at uplifting the socio-economic status of the communities in the region of the contract.

1.6.6 The above-mentioned economic development initiatives represent the minimum requirements. Bidders may propose additional economic development initiatives that enhance the overall economic, social and transformational objectives arising from the execution of the contract.

1.7 IMPORTANT NOTICE:

1.7.1 The submitted economic development plan as per the above identified economic development objectives will be negotiated further between the bidders and the Transnet ESD Function to come to a practical and suitable plan to meet the proposed/agree targets and plan.

1.7.2 The Economic Development Plan forms part of Essential Returnable Documents, as such, it is critical that the bidder ensures submission and compliance to the RFP requirements.

1.7.3 The submission and subsequent successful implementation of the economic development plan over the duration of the contract is a material and enforceable obligation. This requirement forms an integral part of the contract and aligns with Transnet's B-BBEE and Localization statutory and policy objectives.

1.7.4 Failure to provide essential Returnable Documents will result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.

1.8 REPORTING

1.8.1 The service provider is required to provide an implementation plan on the agreed upon economic development plan with clear targets and milestones

1.8.2 Report on a monthly/quarterly basis or as and when required by Transnet over the contract period.

1.8.3 Provide the required Portfolio of Evidence on a quarterly basis or as and when required by Transnet.

1.8.4 Transnet reserves the right to conduct site visits/audit to verify the information submitted for reporting.

1.9 NON-COMPLIANCE

1.9.1 Non-compliance with the requirements of the implementation of the economic development plan, agreed deliverables, milestones, performance targets, reporting obligations, implementation timelines, or submission of adequate supporting Portfolio of Evidence, shall be recorded and formally communicated to the Service Provider for corrective action.

1.9.2 The Service Provider shall be required to implement appropriate corrective measures within the timeframes specified by Transnet and provide evidence that the identified non-compliance has been satisfactorily addressed.

1.10 PENALTIES

1.10.1 Failure to deliver on the implementation of the above agreed-upon economic development plan shall constitute a material breach of the contract.

1.10.2 Not limiting other remedies, Transnet may impose the following penalties:

- A financial penalty equivalent to 10% of the contract value.
- A financial penalty equivalent to the shortfall value between the subcontracting target and the actual achieved.
- Withhold payments equivalent to the value of the specific goals/conditions of contract initiatives not until compliance is achieved
- Contract termination

T2.2-18: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

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

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

Signed _____ Date .....

Name _____ Position .....

Enterprise name .....

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

---

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value 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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 =2 **30% Sub-Contracting with:** **Black Owned EMEs and QSEs (51% BO) = 8**	**10**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

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

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

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

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(l) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	**B-BBEE Certificate & Sworn Affidavit**
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 10 points)

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

.....

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

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

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

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

T2.2-19 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise,

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

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

9. GENERAL

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

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

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

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

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

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

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

   _____

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

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

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

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

8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Services will be rendered [market allocation]

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

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

f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-23 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

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

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;
b) geographical area where Goods or Services will be rendered [market allocation];
c) methods, factors or formulas used to calculate prices;
d) the intention or decision to submit or not to submit, a Tender;
e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

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

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

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

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

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

T2.2-24 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors)

(insert name of Company)

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

Signed this on day _____ at _____

_____

Signature

T2.2-25 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

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

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

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

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

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

YES		NO	

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-26: Insurance provided by the *Contractor*

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

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

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

T2.2-27: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor (Bank/Insurer) .....

Address .....

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

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

.....

Date .....

Confirmed by Guarantor's Authorised Representative

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor (Bank/insurer) .....

Date .....

T2.2-28: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-29: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-30: CIDB Standard for Contract Skills Development Goals

The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023.

This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

a) a part or full occupational qualification registered on the National Qualification Framework;

b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)

c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in the standard

The standard is obtainable from the CIDB's website www.cidb.org.za

The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Minimum Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25%
EE	Electrical Engineering works (buildings)	0.25%
EP	Electrical Engineering works (Infrastructure)	0.25%
GB	General Building	0.50%
ME	Mechanical Engineering works	0.25%
Specialist Works	Specialist class of construction works	0.25%
PS	All Built Environment Professional Services or a Service Contract	2%

In the case of the Standard there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A

PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	9

C2.1 Pricing instructions: Option A

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 (amended June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Accepted Programme and where required the forecast rate of payment schedule.

1.2.6.1 General Assumptions:

- The Activity Schedule is for guidance purpose only and will be used as a method for calculating interim payments due to the *Contractor* on completion of the relevant Activities as noted in the Activity Schedule.

- The *Contractor* to make provision for all waste allowances when pricing the *works* and will use all available information in the tender document to ensure that the full scope of work is covered when pricing for the *works.*

- The lump sum prices stated for each item in the Activity Schedule 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.

- The Contractor shall allow in the tender price for working within an operational facility, including restricted access, phased execution, and coordination with Transnet operations and other contractors.

- All costs associated with interfacing, coordination, disruption, and constraints arising from working in a live environment shall be deemed to be included in the tendered price

- Where this contract requires detailed drawings, designs, or other information to be provided, and no prices are included in the Activity Schedule specifically for such matters, the *Contractor* is **deemed to have allowed** for all costs associated with such requirements within the tendered Price.

- An Activity against which no lump sum price is entered will be treated as covered by other lump sum prices in the Activity Schedule. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum price.

- The short descriptions of the items of payment given in the Activity Schedule 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.

- An activity (where applicable) will be regarded as complete when all data packs have been submitted and accepted by The *Employer*

1.2.6.2 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.25%) factor given in the final tender summary of the Pricing schedule below.

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: structured workplace experience for University of Technology or Comprehensive University students requiring work integrated learning as part of their national diploma or degree programme, and/or learners that have completed N4, N5 and N6 that require 18 months of relevant workplace experience to convert their qualification into a National Diploma.

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 below.

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)

Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

Employed learners may not account for more than 33 percent of the contract skills development goal.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

The Employer may determine the skills Methods to be implemented on the contract or the Employer may elect the contractor to determine the skills Methods to be implemented as per the Standard, provided the CSDG is achieved. The pricing for the skills Methods to be implemented is provided in Table 3 of the Standard for the applicable class of construction works.

Table 3: The notional cost of providing training opportunities per month

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R5 000	N/A	R3 000	R8 000	R3 000
Method 2					
TVET College graduates	R7 000	N/A	R3 000	R10 000	N/A
Apprenticeship	R7 000	N/A	R4 000	R11 000	R4 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R9 000	R7 000	R2 000	R18 000	N/A
Method 4					
Candidates with a 360 credits qualification	R13 000	R7 000	R2 000	R22 000	R7 000
Candidates with 480 or more credits qualification	R16 000	R7 000	R2 000	R25 000	R7 000

***Provision for additional Costs include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable), assessment, reporting, monitoring and other related costs.**

NOTE: i) the contractor shall pay the stipend directly to learners, employed learners receive a salary/wage therefore the stipend is not applicable. The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Example: Training Target Calculation for a R65,7m GB contract

Final Summary Sub-total	R65 700 000
Contract duration	12 Months
Percentage Factor	0,50%
Minimum CSDG target	0,50% x R65 700 000
	R328 500

In order to determine the number of training opportunities to be provided on the above budget allocation of
R328 500. Where the client/contractor preference is Method 4 for a duration of 12 months. The notional cost of training will be calculated as follows:

Method 4 (360 credits):
St - Stipend per month : R13 000
Mt – Mentorship per month : R7 000
PaC - Provision for additional cost : R2 000
NCT – Notional Cost of Training : Duration x (St + Mt +PaC)
Duration in this case is 12 months.

NCT = 12 x (R13 000 + R7 000 + R2 000)
= R 264 000

Therefore R328 500 divided by R264 000 = 1,24, so the budget can only provide 1 opportunity for Method 4 for a duration of 12 months. This will leave you with a balance of R 64 500, you can then utilize that to train one person for a period of 7 months on Method 2.

Method 2:
St - Stipend per month : R7 000
PaC - Provision for additional cost : R3 000
NCT – Notional Cost of Training : Duration x (St + PaC)
Duration in this case is 7 months.

NCT = 7 x (R7 000 + R3 000)
= R 70 000

Note:- The contractor must attain or exceed the contract skills development goal in the performance of the contract or the execution of an order. In this example the contractor needs to spend a minimum of R 328 500. Therefore, the total notional cost of training for Method 4 and Method 2 is equal to R334 000. The contractor must initiate a negotiation process with the Client to increase the budget or reduce the placement duration to suit the available CSDG budget.

Skills Method	Number of learners	Notional Cost / Learner / month	Placement Duration in	Total Notional Cost over 12 months

			months	Contract
Method 4: Candidacy for an unemployed learner with a 3-year qualification (360 credit)	1	R22 000	12	R264 000
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R10 000	7	R 70 000
Total	2			R334 000

Based on the agreed skills methods, the employer shall make provision for payment to the contractor for learner and candidate stipends for unemployed persons and a provision for additional cost such as medical assessments, personal protective equipment, tools and course fee for example skills programmes, pre trade test training and registration support programmes as indicated in Table 3 in the Standard as provided in the Final Tender Summary section for the CSDG.

Provision of payment to Mentors
Payment to the contractor for Mentorship to accommodate Work Integrated Learners (Method 3) and Candidates for professional registration (Method 4) only.

The contractor shall be paid as follows:
Should Work Integrated Learners and/or Candidates for professional registration form part of the agreed skills Method, the Employer shall make provision for payment of the mentor as indicated in Table 3 in the Standard.
Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

The contractor shall carry out all the requirements under clause 4.3 Structured Workplace Learning for Candidates in the Standard. The contractor shall:
a) Identify a suitable mentor for the candidate.
b) Issue each candidate with a portfolio of evidence file.
c) Ensure the mentor provides an updated workplace training plan for a candidate.

1.2.6.3 CIDB B.U.I.L.D PARTICIPATION FEE

- Tenderers must incorporate in their tendered prices a B.U.I.L.D participation fee calculated at 0.2% of the total tender value, excluding VAT and capped at R2 000 000.00. Transnet will withhold the applicable 0.2% B.U.I.L.D participation fee which will be paid directly to CIDB in accordance with the CIDB B.U.I.L.D Participation Programme requirements

1.2.6.4 TARGETING OF ENTERPRISE DEVELOPMENT

- For contracts with a CIDB grading designation of Grade 7 or higher in the GB, CE, EB or ME classes of work and with a duration of six (6) months or longer, the Contractor shall provide for a minimum of 5% targeted subcontracting and/or Joint Venture participation.
- The lead partner or main contractor shall dedicate a minimum of 5% of the total project value and provide developmental support to the targeted subcontractor(s) and/or Joint Venture partner(s), where applicable.
- Tenderer to incorporate related costs into his rate build-ups.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given in the Activity Schedule attached serve as guidelines only

REFER TO ATTACHMENT

C2.2 Activity Schedule

Mandatory Returnable

Item	Activity Description	Unit	Qty	Total cost
1.	**PRELIMINARIES AND GENERAL**			
1.1	Preliminaries and General	Months	30	
	TOTAL CARRIED FORWARD TO SECTION SUMMARY			

2.	**Civils works**			
2.1	Prepare and Provide a Geotechnical Investigation for the Proposed clear span and Mess and ablution facility and associated infrastructure	Sum	1	
2.2	Prepare and Provide a Topographical survey, testing, scanning etc, for the Proposed clear span and Mess and ablution facility and associated infrastructure.	Sum	1	
2.3	Provide Inception Design to client for the Proposed clear span warehouse and mess and ablution facility and associated infrastructure.	Sum	1	
2.4	Provide Concept Design to client for the Proposed clear span and mess and ablution facility and associated infrastructure, rail and service roads	Sum	1	
2.5	Provide Design development to client for the Proposed clear span and mess and ablution facility and associated infrastructure, rail and service roads	Sum	1	
2.6	Provide Construction drawings to client for the Proposed clear span and mess and ablution facility and associated infrastructure, rail and service roads	Sum	1	
2.7	Breaking up and discarding of concrete floor including preparation of area for the construction of the new warehouse	Sum	1	
2.8	Supply and install piles including all pile caps according to the suitable diameter as per contractor's design based on reports done after investigations.	Sum	1	
	TOTAL CARRIED FORWARD TO SECTION SUMMARY			

2.9	Supply fabricate construction and commissioning of a clear span hot dip galvanized steel structure warehouse and associated infrastructure to suit material manganese storage, handling and associated operational requirements build on reinforced concrete foundation with associated rail upgrade and service roads	Sum	1	
2.10	supply fabricate construction and commissioning of Mess and Ablution facility and associated infrastructure build on reinforced concrete foundation slab and brickwork	Sum	1	
2.11	Design all required reticulation services for sewer, electrical, communications, water and fire to the New 3rd warehouse	Sum	1	
2.12	Provide reticulation all required services for sewer, electrical, communications, water and fire to the New 3rd warehouse	Sum	1	
2.13	Design new stormwater drainage system including laying of pipes to different depths, manholes, bar drains etc connected to existing system for the facilities and testing of the whole system	Sum	1	
2.14	Construct and tying in new stormwater drainage system including laying of pipes to different depths, manholes, bar drains etc connected to existing system for the facilities and testing of the whole system	Sum	1	
2.15	Design, construct paving suitable for high impact loading and heavy-duty including access roads into the warehouse flooring and surrounding hardstanding areas, including road markings	Sum	1	
2.16	Construct paving suitable for high impact loading and heavy-duty including access roads into the warehouse flooring and surrounding hardstanding areas, including road markings	Sum	1	
2.17	Construct reinforced concrete perimeter retaining wall	Sum	1	
	TOTAL CARRIED FORWARD TO SECTION SUMMARY			

3.	**Electrical works**			
3.1	Design, new electrical infrastructure for the clear span warehouse, mess and ablutions and additional infrastructure including all luminaires, power supply, Distribution boards, earthing and protection and a grid tied PV system with a monitoring system	Sum	1	
3.2	Supply, manufacture install, new electrical infrastructure for the clear span warehouse, mess and ablutions and additional infrastructure including all luminaires, power supply, Distribution boards, earthing and protection and a grid tied PV system with a monitoring system	Sum	1	
3.3	Commissioning of the new electrical infrastructure for the 3rd MPT warehouse	Sum	1	
	TOTAL CARRIED FORWARD TO SECTION			

	SUMMARY			
4.	**Mechanical works**			`
4.1	Design HVAC system with cooling systems, outdoor air and ventilation suitable for the clear span warehouse, mess and ablutions and additional infrastructure.	Sum	1	
4.2	Design plumbing system suitable for the clear span warehouse, mess and ablutions and additional infrastructure including all pipework according to required flowrates, hot water where required in the mess facility.	Sum	1	
4.3	Design fire protection system suitable for the clear span warehouse, mess and ablutions facility	Sum	1	
4.4	Design an efficient dust suppression system to control all manganese dust generated within the clear span warehouse, including dust-laden atmosphere and a highly corrosive environment.	Sum	1	
4.5	Supply and install HVAC system with cooling systems, outdoor air and ventilation suitable for the clear span warehouse, mess and ablutions and additional infrastructure.	Sum	1	
4.6	Supply and install plumbing system suitable for the clear span warehouse, mess and ablutions and additional infrastructure including all pipework according to required flowrates, hot water where required in the mess facility.	Sum	1	
4.7	Supply and install fire protection system suitable for the clear span warehouse, mess and ablutions facility	Sum	1	
4.8	Supply and install an efficient dust suppression system to control all manganese dust generated within the clear span warehouse, including dust-laden atmosphere and a highly corrosive environment.	Sum 1	1	
4.9	Commissioning of all mechanical works, HVAC, Plumbing, Fire protection and dust suppression system	Sum	1	

	TOTAL CARRIED FORWARD TO SECTION SUMMARY			
5.	**Hand over Close out**			
5.1	Testing and Commissioning of clear span warehouse and mess and ablution facility including all infrastructure associated with it and issue all certificates of compliance.	Sum	1	
5.2	Supply all handover documentation data packs, as- built etc.	Sum	1	
5.3	Provide training workshops according to time frames specified in scope of works.	Sum	1	

	TOTAL CARRIED FORWARD TO SECTION SUMMARY			

	SECTION SUMMARY		**Page**	**Amount**
	Page Total brought forward		1	
	Page Total brought forward		2	
	Page Total brought forward		3	
	Page Total brought forward		4	
	Page Total brought forward		5	
	Page Total brought forward		6	
	Page Total brought forward		7	

	FINAL SUMMARY		**Page**	**Amount**
	SECTION 1: PRELIMINARY AND GENERAL		**2**	**R**
	SECTION 2: CIVIL WORKS		**4**	**R**
	SECTION 3: ELECTRICAL WORKS		**5**	**R**
	SECTION 4: MECHANICAL WORKS		**6**	**R**
	SECTION 5: HAND OVER AND CLOSE OUT		**7**	**R**
	TOTAL AMOUNT (Section 1 - Section 5)			**R**

The Contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CDSG) established in the CIDB Standard for Developing skills through Infrastructure Contract, publish in Gazette Notice No.43495 of July 2020			
Skills Development	Percentage (%) factor	Total amount for all activities	Total
0.50% x Total amount (section 0 - section 5)	0.50%		
		Total amount for CSDG	

Provisional Sum – B.U.I.L.D Programme Participation Fee B.U.I.L.D Participation Fee = (0.2%) x Subtotal of the tendered amount)	Percentage (%) factor	Total amount for all activities	Total
0.20% x Total amount (section 0 - section 5)	0.20%		
		Total amount for B.U.I.L.D FEE	
Total Carried to form of offer and acceptance C1.1 (sum of all activities + B.U.I.L.D FEE+ CSDG) excl vat.			

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract December 2009 (amended April 2013)	
10.1	The *Employer* is	**Transnet SOC Ltd (Registration No. 1990/000900/30)**
	Address	**Transnet Port Terminals 202 Anton Lembede Street Durban 4001**

	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Port Terminals Saldanha** **08 Harbour Road** **Technical Building** **7395**
10.1	The *Project Manager* is: (Name)	**Marks Pita**
	Address	**08 Harbour Road, Technical Building, TPT Saldanha**
	Tel	**022 703 4242**
	e-mail	**Marks.Pita@transnet.net**
11.2(13)	The *works* are	**THE CONSTRUCTION OF THE THIRD WAREHOUSE AND ALL ASSOCIATED INFRASTRUCTURE AT THE PORT OF SALDANHA FOR TRANSNET SOC LTD (Reg.No.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS TPT)**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1 "Description of the Site and its surroundings"**
11.2(16)	The Works Information is in	**Part C3: Scope of works and all documents and drawings to which it makes reference to.**
11.2(19)	The Site Information is in	**Part C4**
12.2	The *law of the contract* is the law of	**The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Two (2) weeks**
2	**The *Contractor*'s main responsibilities**	**The Contractor provides and completes the works in accordance with the Works Information.**

		• **The works must be fit for their intended purpose (as defined in the Works Information).** • **The Contractor complies with instructions from the Project Manager.** • **The Contractor acts in a spirit of mutual trust and cooperation.** • **For this project, the Contractor ensures the 3rd warehouse is functional, accurate, and compliant with statutory requirements (as stated in the Works Information).**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**30 August 2028**
11.2(9)	The *key date*s and the *condition*s to be met are:	***Condition* to be met** ***key date*** **Civil Works** **Electrical Works** **Mechanical Works** **Handover and Close out**
30.1	The *access dates* are	**To be advised**
31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (2) weeks of the signed Contract Date.**
31.2	The *starting date* is	**1 January 2027**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (2) weeks**
4	**Testing and Defects**	
42.2	The *defects date* is	**Fifty-two (52) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**Two (2) weeks**
43.3	The defects access period is	**5 working days**

5	**Payment**	
50.1	The *assessment interval* is	**The assessment interval is monthly on the 25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is	**South African Rand**
51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of Standard Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The place where weather is to be Recorded (onsite) is:	**The *Contractor*'s Site establishment area, at Saldanha Terminal**
	The *weather measurements* to be recorded for each calendar month are,	**The cumulative rainfall (mm)**
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		Wind velocity exceeding 40km/h for a minimum duration of 4 (four) continuous hours
	The place where weather is to be recorded (on the Site) is:	**Port of Saldanha**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Port of Saldanha**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**Design changes** **Material quality** **Construction challenges** **Operational impact during construction** **Unrenewed Critical Engineering Software** **Emergency Preparedness Plan** **Industrial action**
81	**The Contractor's risks**	
81.1		**From the starting date until the Defects Certificate has been issued, the Contractor bears all risks of loss of or damage to the works, including refurbishment activities, plant, materials, and any equipment under its control at any terminal or location where the works are performed, except for those risks expressly stated as Employer's risks under this contract.**
82	**Repairs**	
82.1		**Until the Defects Certificate has been issued and unless otherwise instructed by the Project Manager, the Contractor promptly replaces any loss of and repairs any damage to the works, Plant and Materials, including any equipment under its care, custody, or control, at its own cost.**
83	**Indemnity**	
83.1		**Each Party indemnifies the other against claims, proceedings, compensation and costs due to an event which is at his risk.**
83.2		**The liability of each Party to indemnify the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that**

		events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.
84.1	The *Contractor* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**
	2 Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent stated in the insurance policy for Contract Works / Public Liability (Notwithstanding any insurance arranged by the Employer, the Contractor remains responsible for maintaining adequate insurance cover for its liabilities and obligations arising from the execution of the Works)** **Cover / Indemnity:** **Not less than R50 000 000 (Fifty Million Rand) for any one occurrence.**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**

	3 Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**
	4 Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
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	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the works shall be provided by the Contractor, the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected.** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than**

the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

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

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 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 documents will be returned to the *Contractor.*
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.3	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:	**The Employer's Principal Controlled Insurance Policy for Contract Works and Public Liability or a Project Specific Insurance Policy approved by the Employer.** **Where the Works are insured under the Employer's Principal Controlled Insurance Policy, the Contractor shall comply with all policy terms, conditions, warranties, exclusions and claims procedures applicable to the Contract.** **Notwithstanding the Employer's insurance arrangements, the Contractor remains responsible for maintaining adequate insurance for its own Equipment, temporary works, employees, subcontractors, motor vehicles and any risks, liabilities or losses not covered by the Employer's insurance arrangements.** **The Contractor shall procure and maintain, at its own cost, any additional insurance necessary to meet its obligations and liabilities under this Contract**
9	**Termination**	**In the event of termination by the Employer, such termination shall be carried out in accordance with the Employer's internal**

		procedures. Any payments due shall be made in accordance with the payment provisions set out in this Contract
10	**Data for main Option clause**	
A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an Adjudicator.**
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**

12	**Data for secondary Option clauses**			
X1	**Price adjustment for inflation**			
X1.1(a)	The *base date* for indices is	**Note for information: Procurement to insert the month. Always One Month before Tender Closing Date! Delete this sentence.**		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	**Pro-portion**	**linked to index for**	**Index prepared by**
	Please consult category analyst for accurate information or correct index to use.	**0.30**	**Labour (People)**	**The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)**
		0.15	**Plant (Equipment)**	**The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the**

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

		"Construction Materials Price Indices" published by Statistics South Africa.
0.03	**Material (Mechanical)**	**The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**
0.01	**Fuel**	**The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1**
0.15	**Non-adjustable**	

***Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices**

X2	**Changes in the law**	
X2.1	The law of the project is	**A change in the law of the country in which the Site is located is a compensation event if it occurs after the Contract Date. The Project Manager may notify the Contractor of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.**
X5	**Sectional Completion**	**To be Confirmed**
X5.1	The *completion date* for each *section* of the *works* is:	***Section*** **Description** ***Completion date*** **1** **2** **3**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R25 000.00 per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is:	**The bond must be valid from Contract Start Date. The bond must be 10% of the contract value.**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**5%**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**The Total of the prices**
X18.2	For any one event, the *Contractor's* liability to the	

	Employer for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy or the cost of repair or replacement where claim not possible or refuted**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**3 years after completion of the whole works**

Z1 Additional clauses relating to Joint Venture

Z1.1

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

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

		• **Financial requirements for the Joint Venture:** **iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;** **v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
Z1.2		**23.2. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.***
Z1.3		**Notwithstanding clause Z1.2, the *Employer* may terminate and shall use its own termination procedure if the composition or legal status of the Joint Venture is changed.**
Z2	**Additional Z-Clauses**	
Z2.1		**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)** • **changed the composition or legal status of the Joint Venture (R24)**
Z2.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

Z2.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22, R23 or R24 ."**
Z3	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z3.1		**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**
Z4	**Additional Clause Relating to Collusion in the Construction Industry**	
Z4.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z5	**Protection of Personal Information Act**	
Z5.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

Z6	**Anti-corruption, TPT Indemnity**	
Z6.1	**Anti - Corruption**	**In the event that the *Contractor* is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Contractor does business, or if Transnet learns that:** **a. Improper payments are being or have been made or offered to Transnet officials or any other person by Contractor or those acting on behalf of Contractor with respect to the Services; or** **b. Contractor or those acting on behalf of Contractor has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.** **c. Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with *Contractor* or any and all Awards Made to the *Contractor.***

		d. In the event of such termination, *Contractor* shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by *Contractor* prior to such termination; and further, the *Contractor* shall be liable for any actual damages and the Employer may use any remedies available to recoup the actual damages suffered.
Z7.2	**Indemnity**	***Contractor* irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third-Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by *Contractor* or any of its employees, security officers, servants, agents , assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the *Contractor* of the Contract. Such absolute obligation of *Contractor* to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:** **1. liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other** **2. liability in respect of lost property belonging to third parties;** **3. liability arising out of any unlawful act committed by or *Contractor* or its employees, security officers, servants, agents, contractors and sub-contractors during the process of rendering a Security Services; or at any other time when a claim**

Z8	**Recovery of Specific Direct Operational Loss**	
Z8.1		**Notwithstanding any provision to the contrary in this contract (including but not limited to Core Clauses 80 to 87 or Secondary Option X18), if the *Contractor* fails to achieve Completion by the Completion Date stated in the Contract Data due to a *Contractor* failure to comply *to* its obligations, the *Contractor* shall be liable to the *Employer* for all direct financial losses incurred by the *Employer* arising out of such delay.**
Z8.2		**The recoverable losses under Clause Z 9.1 shall explicitly include:** **(a) Standby charges,** **(b) standing-time costs, or** **(c) idle-time penalties levied against the *Employer.***
Z8.3		**The *Employer* shall take reasonable steps to mitigate any operational losses or consequential damages claimed under this clause.**
Z8.4		**The *Contractor's* liability under this Clause Z9.4 shall be uncapped and shall not be subject to any limitations or exclusions of liability set out elsewhere in this contract, including any caps stated in Secondary Option X18.**
Z8.5		**For the avoidance of doubt, the losses recoverable under this Clause Z9.5 are separate from, and apply to losses over and above, any Delay Damages due or payable under Secondary Option X7.**
Z9	**Contract Duration and Validity**	

Z9.1		**Notwithstanding any stated Completion Date or period for the execution of the works, this contract shall remain in full force and effect until the later of:** **(a) completion of the whole of the works as certified by the *Project Manager* in accordance with clause 30.2;** **(b) expiry of the defects period (defects date) as stated in the contract data and correction of all notified defects; and** **(c) issue of the Defects Certificate by the *Supervisor*.**
Z10	**Contract Skills Development Goal (CDSG)**	
Z10.1		**The *Contractor* shall determine the contract skills participation goals, expressed in Rands, which shall not be less than the contract amount multiplied by a percentage (0.5%) factor given in the total of the Price**
Z11	**Contract Participation Goal (CPG)**	
Z11.1		**The *Employer* has stipulated in the Contract, Part C2.1, Pricing Instruction, that the *Contractor* shall provide a minimum Contract Participation Goal (CPG) of a Provisional Sum Amount of R90,000.00 of the total contract amount value and develop targeted enterprises in two agreed developmental areas.** **This amount shall be included in the P&G as Provisional Sums by the *Contractor*.**
Z12	**Subcontracting**	**The *Contractor* is required to sub-contract a minimum of 30% of the total value of the contract to South African companies that are:** • **B-BBEE Level 1 and 2** • **51% Black Owned EME's and QSE's** **The Service Provider shall submit a detailed subcontracting plan within 7 days of contract commencement, including:** • **List of subcontractors** • **Scope of work allocated** • **Contract values and timelines**

Z13	**Reporting**	
		The service provider is required to provide an implementation plan on the agreed upon specific goals/conditions of contract with clear targets and milestones **Report on a monthly/quarterly basis or as and when required by Transnet over the contract period.** **Provide the required Portfolio of Evidence on a quarterly basis or as and when required by Transnet.** **Transnet reserves the right to conduct site visits/audit to verify the information submitted for reporting.**
Z14	**Non-compliance**	
		Non-compliance with the requirements of the implementation of the specific goals, conditions of the contract, agreed deliverables, milestones, performance targets, reporting obligations, implementation timelines, or submission of adequate supporting Portfolio of Evidence, shall be recorded and formally communicated to the Service Provider for corrective action. **The Service Provider shall be required to implement appropriate corrective measures within the timeframes specified by Transnet and provide evidence that the identified non-compliance has been satisfactorily addressed**
Z15	**Penalties**	
		Failure to deliver on the implementation of the above agreed-upon Specific Goals and Conditions of Contract shall constitute a material breach of the contract.

Not limiting other remedies, Transnet may impose the following penalties:

- **A financial penalty equivalent to 10% of the contract value.**
- **A financial penalty equivalent to the shortfall value between the subcontracting target and the actual achieved.**
- **Withhold payments equivalent to the value of the specific goals/conditions of contract initiatives not until compliance is achieved**
- **Contract termination**

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	**Priced contract with activity schedule**			
11.2(20)	The *activity schedule* is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	

62 in SSCC	The percentage for design overheads is	**%**	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	*Employer's* Works Information	3
C3.2	*Contractor's* Works	13
	Total number of pages	**89**

C3.1 *EMPLOYER'S* WORKS INFORMATION

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SECTION 1

1 DESCRIPTION OF THE WORKS

1.1 EXECUTIVE OVERVIEW

The Saldanha Multi-Purpose Terminal (MPT) is a 24/7 operational terminal which handles various commodities through the four quayside berths 201 to 204, the bulk of which is manganese and iron ore.

Currently, the terminal has two warehouses that are used to store manganese. Each warehouse can store 45,000 t, based on the height and angle of repose of the stockpile and loading on the floor, which has a specific weight rating. Restriction of the volumes of manganese stored in the two warehouses and the varied grades currently handled creates logistical challenges.

The capacity confirmation for the Saldanha Multi-Purpose Terminal was initially based on a few customers with two grades of manganese allocated to the terminal's warehouses. However, due to Transnet's commitment to accommodate new entrants, the terminal must accommodate additional trains, which necessitates an additional Warehouse.

The Scope of work of this project is the design, supply, fabrication, construction and commissioning of a warehouse and supporting buildings and infrastructure to meet the client's operational, storage, and logistical needs as stipulated in this Work's Information.

At a minimum, the works include the design and construction of the warehouse to house the manganese, a 'clip-on' mess and ablution facility for operational staff and all ancillary civil, mechanical and electrical works.

This includes but is not limited to:

- All bulk earthworks necessary, including geotechnical works (excavation support, handling of sub-surface water, etc.)
- A clear-span Warehouse
- Mess and Ablutions facility
- Surrounding surface areas and stormwater management
- Internal and External wet services
- Electrical and instrumentation work
- HVAC
- Fire Services
- Dust Suppression System

1.2 DETAILED DESCRIPTION: PERMANENT WORKS

This section contains a detailed description of the works. Section 6, "Plants, Materials and Specifications", includes further detailed descriptions of the work and associated specifications to be adhered to by the contractor.

This work's information shall be read in conjunction with all attached drawings (Section 8), specifications (Section 7) and the pricing schedule.

The works shall include, and not be limited to, the following:

1.2.1 Architectural, Structural

a) The design, supply, fabrication, construction and commissioning of a clear span Warehouse and associated infrastructure to suit bulk material (manganese) storage, handling and associated operational requirements as stipulated in this Work's Information. It is envisaged that the form of the warehouse design will be a clear-span steel structure supported on reinforced concrete foundations with a concrete floor and retaining walls along it's perimeter.

b) The design, supply, fabrication, construction and commissioning of a Mess and Ablutions facility adjacent to the shed to house operational staff. It is envisaged that this facility, attached to the warehouse, will be a reinforced concrete-framed structure, with brick infill and reinforced concrete floors.

As a minimum, the contractor is expected to conduct the following works and all other work incidental to the above requirements:

i. Complete a desktop study of all the available information
ii. Undertaking a site investigation
iii. Undertake any Testing, scanning, surveys, etc.
iv. Design, supply, construct and commission the works in accordance with Transnet's Requirements and processes, industry best practices and latest statutory codes and standards.
v. Issue a certificate of compliance for the completed work.

1.2.2 Civil

a) The design, supply, construction and handover of the additional warehouse, staff facility and all supporting infrastructure as indicated in the layout drawing (5100078-2-001-C-GA-001-01).

The civil scope shall include, but not be limited to, the following:

i. Spatial planning of the site
ii. Detailed setting out
iii. Reticulation services connection to bulk services, i.e. electrical, communications, sewer, water and fire services.
iv. Stormwater design and services for site (1 in 50-year design)
v. Pavement design includes access roads, warehouse flooring and surrounding hard-standing areas.
vi. Any works towards the true nature and extent of the project.

1.2.3 Mechanical

a) Detailed design, supply, installation, testing, commissioning and handover in fully operational and certified order and ready for use of all the following mechanical engineering systems for the 3rd MPT Warehouse, including all its associated systems listed below.

i. HVAC

The HVAC systems shall be provided for all building facilities across the entire site layout, including the warehouse and all associated additional buildings.

ii. Plumbing Systems

Plumbing systems must be provided for all building facilities for the entire site layout, which shall include the warehouse and all associated additional buildings in accordance with sound engineering practice, industry best practice and practical functionality.

iii. Fire Protection System

Fire protection systems must be provided for all building facilities for the entire site layout, which shall include the warehouse and all associated additional buildings.

iv. Dust Suppression System

An effective and efficient dust suppression system shall be designed to control all manganese dust generated within the warehouse as a result of unloading, stacking, loading, and any other dust-producing operations.

1.2.4 Electrical

a) The Contractor shall design, supply, install and commission all new electrical infrastructure for the warehouse, mess and ablutions and any additional supporting infrastructure in accordance with relevant acts and national standards (*Refer to electrical specifications and standards starting from page 55; from bulletin 6.8.1).*

1.3 TEMPORARY WORKS

All temporary work shall be designed by and remain the Contractor's responsibility.

1.4 SCOPE CLARIFICATION AND PRICING ASSUMPTIONS

The Contractor shall be deemed to have included in the tender price all work necessary to complete the Works as described in this document, whether explicitly stated or reasonably inferred.

The Contractor shall be deemed to have allowed for:

- Full design development and coordination
- Verification of all existing site information, surveys and services
- All temporary works and construction methodologies required
- All interfaces with existing infrastructure and ongoing operations
- All constraints associated with working within an operational environment

No claims for additional costs arising from omissions, assumptions, interpretation of the Scope of Work, or lack of detailed design information will be accepted, except where such changes are instructed by the Employer.

1.5 PROJECT LOCATION

Transnet Port Terminals Saldanha (Latitude: 33° 0'26.26"S; Longitude: 17°59'47.43"E) is located in the Port of Saldanha in the Western Cape and close to the residential towns of Saldanha, Vredenburg and Langebaan.

The Bulk and Multi-Purpose Terminals of Saldanha are linked to the local road network via a single central access road, Saldanha Bay Road (OP599) and terminate at the Port entrance (Reference Road OP599 terminates north on Road TR08501), an east-west connector between R399 and the R27.

Reference is made to Document C4: Site Information. The proposed 3rd Warehouse site is located in the multi-purpose Terminal, adjacent to existing Warehouses (Warehouse 1 & 2).



Figure 1: Site Location



Figure 2: Site Location

2 EMPLOYER'S OBJECTIVES

The employer's objective for this project is to increase its materials handling capacity within the Saldanha MPT terminal with the addition of a third warehouse, mess and ablutions staff facility and associated infrastructure. The additional warehouse will be used as a facility to store manganese initially, and in future, be used with other commodities.

3 INTERPRETATION AND TERMINOLOGY

The following abbreviations are used in this Works Information:

Table 1: List of Abbreviations

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
CWDP	Coastal Waters Discharge Permit
DP	Data Pack
DTI	Department of Trade and Industry
DWG	Drawings
EA	Environmental Authorisation
EO	Environmental Officer
EMP	Environmental Management Plan
HAZOP	Hazard and Operability Study
FEQ	Field Engineering Query
GA	General Arrangement Drawing
HSSP	Health and Safety Surveillance Plan
ID	Personal identification document
ipIP	Industrial Participation
IR	Industrial Relations

IPP	Industrial Participation Policy
IPS	Industrial Participation Secretariat
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
NEMA	National Environmental Management Act
PES	Project Environmental Specifications
NCR	Non-conformance report
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PLP	Project Lifecycle Process
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
YPCS	Yard Point Control System
VIS	Vehicle Identification System
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
PQP	Project Quality Plan
QCP	Quality Control Plan
QA	Quality Assurance
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SCD	Sbsoil Collector Drain
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan

SSRC	Site Safety Review Committee
0C	Degree Celsius
A	Ampere
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test
Hz	Hertz
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low Voltage
m	meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
mm	millimetre
mm2	millimetre squared
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
WML	Waste Management Licence
WUL	Water Use Licence

4 ENGINEERING AND THE CONTRACTOR'S DESIGN

4.1 DISCLAIMER

The *Contractors* warrant that the tender as submitted makes full allowances for all information provided in this Works Information and further documents referenced therein and includes all and every item(s) required to provide the facilities as described.

The Contractor will also be responsible for ensuring that he has reviewed the latest editions of all statutory regulations and standards, *Employer* specifications and the like. The *Employer* shall not be held liable for any losses incurred by the *Contractor* due to a lack of compliance with the above.

All residual design responsibility and overall responsibility for the total design solution for the Works rest with the Contractor.

4.2 EMPLOYER'S DESIGN

The Employer's design for the works is: None

The Employer supplies a functional criterion, specifications, site information, considerations and constraints that are contained in this work's information:

- This is work information.
- Technical Specifications (See sections 6 and 7).
- A Topographical Survey will be provided for information. The Employer takes no liability for the validity and accuracy of the information. It is the responsibility of the Contractor to verify the topographical survey. The Contractor shall conduct additional topographical surveys where necessary to conclude designs.
- A Geotechnical Survey report will be provided for information. The Employer takes no liability for the validity and accuracy of the information. It is the responsibility of the Contractor to verify the geotechnical survey for design. The Contractor shall conduct additional geotechnical surveys if necessary to finalize designs.
- Where available, as-built drawings of existing infrastructure have been provided. It must be noted that as-built drawings are approximate. It is the responsibility of the Contractor to verify available as-built drawings and information. The Contractor shall conduct additional surveys (scans such as ground penetrating radar and cable detection) if necessary to conclude their designs.
- The list of drawings for providing the *Works* is listed in section 8 of this Works Information. The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the *works* ONLY.
- See further details in section 6 of this work's information.

4.3 PARTS OF THE WORK WHICH THE CONTRACTOR IS TO DESIGN

In addition to the below requirements, further details on the Contractor's Design requirements can are found in section 6 of this work's information.

4.3.1 Permanent

a) Architectural, Structural

The complete Works shall be designed by, and remain the responsibility of, the Contractor.

b) Civil

The complete Works shall be designed by, and remain the responsibility of, the Contractor.

c) Mechanical

The complete Works shall be designed by, and remain the responsibility of, the Contractor.

d) Electrical

The complete Works shall be designed by, and remain the responsibility of, the Contractor.

4.3.2 Temporary

The complete Works shall be designed by, and remain the responsibility of, the Contractor.

4.3.3 Employer's minimum expectation from the contractor's appointed key personnel

As a minimum, the work by the contractors' Professional Services Providers (PSPs) shall be conducted as per the latest ECSA and SACAP's Scope of Services Guidelines, Stages 1 to 6, and as detailed in the works information.

A level three construction monitoring shall be provided by the contractor's PSPs.

4.3.4 Procedure for submission and acceptance of the *Contractor's* design

The C*ontractor* shall adhere to the following procedures:

- Immediately after the starting date, the *Contractor* shall start with the designs. During this design phase of the contract, the *Contractor* is required to hold regular design review meetings to confirm all Employer requirements and to obtain the *Project Manager's* acceptance for all design concepts, design interfaces and specifications to ensure that quality is designed into the final product.
- Submit designs in electronic native format to the *Project Manager* for review and approval.
- The *Contractor* must prepare and submit, by the dates indicated on the Accepted Programme, two copies of black line paper prints of the general arrangements, working drawings, and schematics for acceptance by the Project Manager. These drawings and schematics are to be submitted systematically, accompanied by an index sheet of all the completed and planned drawings and schematics.
- The Contractor's fabrication shop drawings and detailed drawings are required for acceptance by the Project Manager.
- Method statements shall be submitted to the Employer for review and acceptance.
- The contractor may not proceed with these works until written approval is obtained from the Project Manager.
- All drawings, reports and submissions for the Project Manager's acceptance must bear the signature and designation of the Contractor's responsible Professional Service Provider.

- The Contractor shall undertake design safety reviews with the Project Manager, Safety Manager and other relevant personnel as determined by the Project Manager.

4.3.5 Other requirements of the *Contractor's* design

The *Contractor's* design complies with the relevant SANS standards and Transnet Port Terminals standard specifications, as referred to this Works Information document.

4.3.6 Use of the *Contractor's* design

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

The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

4.3.7 ALTERNATIVE DESIGNS AND SPECIFICATIONS

Alternative designs that promote innovative and new technologies and reduce total life cycle costs or reduce construction time or improve safety and provide an end product of similar or better quality and durability to that specified, may be offered.

Within the context of this contract, where design is referenced, it will be read as synonymous with the employer's specifications as detailed within this work's information.

Any alternative design shall comply with the same design requirements as the original design.

a) Pricing of alternative designs

For alternative designs to be considered, they must be priced together with the original design. Any cost saving in relation to the original design must be shown.

A detailed total cost of ownership, over the life cycle of the original, calculated for the original as well as the alternative designs, must be presented with the alternative design.

b) Alternative design approvals

If an alternative design proposal is accepted in principle and is to be considered for approval, the following shall be submitted with any proposed alternative design:

- A detailed design report by an Engineering Council of South Africa (ECSA) registered Professional Engineer, which demonstrates that the alternative design complies with the same design requirements as the original design included within the works information.
- Method statements for alternative construction methods;
- All technical data sheets for alternative materials;
- Detailed life cycle cost of ownership calculations;

- Detailed construction program (integrated with the overall contract programme) and
- Any other information the *Project Manager* deems necessary.

All alternative designs will have to be accepted by the Employer in writing before the Contractor may commence with the construction according to the alternative design.

c) Alternative design responsibility

Although the alternative design will be evaluated by the Project Manager or his representative, the professional liability for such designs shall remain with the Contractor. The conditions and liabilities associated with the professional liability for designs shall be stated in a written agreement between the Contractor and the Employer, should any alternative designs be accepted.

4.3.8 Design of Equipment

The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

As per works described in this works information and supplied drawings to the true nature and extent of the works.

The following principal Equipment categories deployed for the Contractor to provide the Works require its design to be accepted by the Project Manager under ECC Clause 23.1:

- Equipment required to be included in the works
- As per the works described in this works information and supplied drawings reflect the true nature and extent of the works.
- As-built drawings, operating manuals and maintenance schedules

4.3.9 Timetable for Submission of Documents

Refer to the *Contractor* Documentation Schedule (CDS) contained in Annexure D for the timetable for the submission of as-built drawings, operating manuals, and maintenance schedules. This timetable shall also be accurately reflected in the *Contractor's* Documentation Register (CDR). The *Contractor* submits the first issue of the CDR to the *Project Manager* within 7 days of the Award of Contract.

4.3.10 As Built/Final Documentation

This is defined as Certified 'As-Built /Final Accepted' documentation for which no further review is required. The documentation shall form part of the final *Contractor* Manual(s) or Data Packs.

The *Contractor* shall provide documents with an As-Built status detailed within each Contract or Procurement package in the *Contractor* Documentation Schedule (CDS).

The *Contractor* shall provide the 'As-Built' documentation that forms part of the Operating, Instruction and Maintenance Manuals issued and accepted before 'As-Built' conditions for inclusion in these types of manuals by the *Project Manager*.

4.3.11 Maintenance and Operating Manuals and Data Packs

The *Contractor* compiles and delivers the Maintenance and Operating Manuals and Data Packs as prescribed in the Contractor Documentation Schedule (CDS).

The Contractor shall supply these as manuals in a loose-leaf A4 hard-covered, red, grease- and water-proof 4D-ring binder.

Drawings and charts larger than A4 shall be folded, and those greater than A3 shall be enclosed in an A4 plastic pocket of adequate strength.

Manuals shall be well-indexed and user-friendly. Manuals shall include a summarised Table of Contents, and in manuals comprising several files/volumes, there should be one summarised Table of Contents in each of the files/volumes. The draft Table of Contents shall be submitted for review to the *Project Manager* before the compilation and official submittal of the manuals. The technical content of manuals shall be specified by the *Project Manager.*

The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then a specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers and reference numbers of all *Sub-Contractors* and Suppliers shall be provided.

Where manuals contain drawings that still need to be revised to "As-Built" status, and such manuals are required prior to "As-Built" status, the manual will not be considered to be in its final form until the "As-Built" version of each drawing has been incorporated.

A typical example of what the binder/file(s) shall be marked with on the spine and the front cover is as follows: -

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- Contractor Name

Four hard copies of each manual are to be supplied. One copy of each of the Maintenance and Operation Manuals are to have each page laminated in clear plastic. In addition to the hard copies, the *Contractor* is to provide two electronic copies of each manual in PDF format. Each copy of each manual is to be provided on a separate, clearly marked CD-ROM.

Where it is practical to do so, hard copies of the Maintenance and Operation Manuals may be combined.

Refer also to the Data Packs and Manuals section of the 'Contractor Document Submittal Requirements' DOC-STD-0001. Where there is any contradiction between the contents of DOC-STD-0001 and this section of the Works Information, the contents of this section shall apply.

Operating manuals and maintenance schedules shall be supplied for each component supplied under this contract, in particular and without limitation operating manuals and maintenance schedules will be required for:

- Operating manuals for the entire system including but not limited to:
  - Start-up procedures
  - Alarms
  - Safety systems and equipment
  - Control systems and architecture
- Maintenance manuals for structural steel and *Contractor's* specific equipment

The manuals shall be provided in four paper copies carefully bound into four volumes. In addition, two electronic copies in PDF format shall be provided, the electronic copies shall be provided on compact discs.

4.4 INTERFACING PROJECTS

The Contractor shall consider the following interfacing projects within the MPT during the development of the design. These include, but are not limited to:

1. Stormwater Upgrade Project within the MPT – Approved for construction
2. MPT Pavement Refurbishment Project - Proposed
3. MPT Weighbridge Project - Proposed
4. MPT Rail Upgrade Project - Proposed
5. MPT Access Road Upgrade Project – Proposed

5 CONSTRUCTION

5.1 GENERAL

This section deals with general construction constraints relating to site-wide activities. Construction constraints pertaining to specific activities are provided in the technical, environmental, health and safety specifications, quality and programming requirements, and specifically, those clauses in the technical specification relating to construction are included in annexures attached to the Works Information. In executing the works, the Contractor abides by all policies, procedures, standards, codes, specifications, regulations, acts and laws of the Republic of South Africa

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, any and in general with all matters that may influence or affect the contract.

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 entertained.

5.2 COORDINATION OF THE WORKS

Prospective *Contractors* shall visit the Site of the proposed *works* and acquaint themselves with the nature of the *works*, the conditions under which the *works* are to be performed, the means of access to the Site and all further matters that may influence or affect the execution of the *works*.

Contractors shall be deemed to have allowed in their tender for any additional cost to be incurred due to the foregoing. No claims for extra costs in connection with the position or nature of the *works* will be entertained.

The *Contractor* shall take particular note of and inspect the existing infrastructure adjoining or adjacent to the Site, including, but not limited to, the following:

Existing Haul Road

- The Haul Road is a dedicated, privately operated freight route that provides access between the port and various industries inland of the port, for the conveyance of bulk and other cargo. Access to the Haul Road can be obtained by prior arrangement with the Haul Road Committee, although the usage of the road is subject to the terms and conditions as stipulated by the committee. Should the *Contractor* wish to make use of the Haul Road, the following requirements will apply:
    - Prior approvals are to be obtained from the Haul Road Committee.
    - An assumption must be made that access to the Haul Road may not be available for an average of two working days per month.
    - On all other days, the *Contractor* may use the Haul Road for construction-related activities, on the proviso that the *Contractor's* vehicles do not disrupt the flow of vehicles of the existing users of the road, as represented by the Haul Road Committee.
    - The *Contractor* shall provide clearly designated points of access to and from the Site, which are to be properly signposted along the Haul Road. The number and location of these access points shall be as approved by the *Employer* and shall be the sole points of access off the Haul Road.

- The *Contractor* may also be required to provide flagmen to alert and guide vehicles using the Haul Road, including construction traffic entering and leaving the Site.

Further details of the site constraints have been detailed within the drawings attached, Section 6 and Document C4, Site information.

5.3 COOPERATING WITH OTHERS

The works as described herein form one of several construction packages to be undertaken as part of the overall project. Further details are provided below.

- MPT Rail Upgrade Project - Proposed

The rail along the existing Warehouse has been earmarked to be extended along the new warehouse and upgraded for jumbo wagons. Works include but are not limited to the following: overhaul of rail formations and the addition of rail lines.

5.4 TEMPORARY WORKS, SITE SERVICES AND CONSTRUCTION CONSTRAINTS

5.4.1 Employer's Site entry and security control, permits, and Site regulations

The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe passage of traffic to and around the Site at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic.

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.

The Site is located within a designated Secure Area, and accordingly all access into the area will be through a gate with access control.

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.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.

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.

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.

If the working area is situated within a Customs-controlled area, the *Contractor* and his people shall observe all Customs regulations.

The fullest collaboration between the *Contractor*, the *Employer*'s Operations Manager and the *Project Manager* is essential in regard to the continued operations of the *Employer*.

Housing of the *Contractor*'s people on site is not permitted.

All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

5.4.2 Restrictions to access on Site, roads, walkways and barricades as per paragraph above.

5.4.3 People restrictions on Site; hours of work, conduct and records:

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* prior to commencement of the proposed working hours.

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.

The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

5.4.4 Health and safety facilities on Site

At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).

The Contractor complies with the requirements stated under paragraph 2.3 of C3.1 Employer's Works Information.

5.4.5 Environmental controls, fauna & flora, dealing with objects of historical interest.

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. The Contractor complies with the CEMP and SES in the construction of the works, all as described in Employer's Works Information.

5.4.6 Title to Materials from demolition and excavation

Clause 73.2 states that the Contractor has title to Materials from excavation and demolition only as stated in the Works Information.

The Contractor has title to all Materials arising from excavation and demolition in the performance of the works. 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.

5.4.7 Cooperating with and obtaining acceptance of others

During the course of the contract, departments of Transnet and other contractors may be operating within the general area surrounding the working area. The Contractor shall plan, coordinate, and execute the Works to accommodate such interfaces and ensure safe access and working conditions at all times. The Contractor shall take all necessary steps to ensure that the execution of the Works does not interfere with ongoing operations and that normal traffic flow within the operational terminal is maintained. The Contractor shall be deemed to have allowed in the tender for all coordination, sequencing, and constraints associated with interfacing with other contractors and operational activities, except where otherwise stated in the Risk Allocation Schedule. The Contractor shall cooperate with all parties on site and, where required, shall coordinate activities and programme details with the Project Manager to ensure effective execution of the Works, except where otherwise stated in the Risk Allocation Schedule.

5.4.8 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.

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.

The areas to be photographed and the quantity of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

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

The Contractor provides a notice.

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.*

5.4.9 Contractor's Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All Equipment necessary for the *Works* shall be provided and allowed for by the *Contractor.*

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.

5.4.10 Equipment provided by the Employer.

No Equipment will be provided by the *Employer*.

5.4.11 Site services and facilities:

When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas.

An electric supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up and for cabling in the working area.

A potable water supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up in the working area.

The *Contractor* shall make his own arrangements for the supply of other services such as ablutions, fire protection, lighting and all other services required for undertaking the *Works*. The *Contractor* shall provide, maintain 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.

Wherever the *Employer* provides facilities for the *Contractor*'s use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

5.4.12 Facilities provided by the Contractor:

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.

The *Contractor* must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked.

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.

The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

The *Contractor* must make his own arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on site. Transnet facilities may not be used.

The *Contractor* must make his own arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

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.

Unless expressly stated as a responsibility of the *Employer*, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

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.

Unless expressly stated as a responsibility of the Employer, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

5.4.13 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.

For this purpose a joint inspection with the *Project Manager* and the *Contractor* will be carried out prior to occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or during the defect correction period if so authorised. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable. Special site inspection is required to ascertain cables and location of (YPCS) Yard Port Control system and weighbridge cables in area. Inspect with local TFR signal staff and if required the appointed signal's *Contractor.*

The Contractor the work of with which the works interfaces in conjunction with the *Project Manager*:

5.4.14 Survey control and setting out of the works

- All setting out shall be undertaken by a PLATO registered surveyor, to be appointed by the *Contractor* and to be approved by the *Employer.* Should the *Project Manager* be unsatisfied with the setting out details, he may request that an additional surveyor be appointed to validate all setting out coordinates.
- Survey reference points will be provided by the *Employer*. The *Contractor* shall, within two weeks after the Site has been handed over to him, ascertain himself of the correctness of all points. Any discrepancy shall immediately be reported in writing to the *Employer*. Any costs arising from discrepancies that were not reported to the *Employer* within the aforementioned period shall be the sole responsibility of the *Contractor*.
- The *Contractor* shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the *Employer*. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.
- The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the *Employer* shall be the *Contractor*'s responsibility and included in the tender rates. The *Contractor* is to note that the co-ordinates shown on all drawings relate to the WGS 84 survey system but a local system using LO18 has been used for this project.

Immediately after the starting date, and prior to final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by others that will interface with the equipment, for example location of electrical power supply points.

It is the *Contractor*'s responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the Employer in the Works Information must be brought under the attention of the Project Manager and discussed and finalised with the *Project Manager* prior to final design of the equipment.

5.4.15 Excavations and associated water control

All excavations to have compulsory site visit by signal's staff prior to approval of digging.

All excavations deeper than 1.0m below ground level or as otherwise indicated by the Employer's Safety Officer and *Supervisor* in terms of the current Construction Regulations, 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 *Supervisor*.

Shallow ground water may be encountered in the excavations. Where this occurs, the *Contractor* is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is not permitted. All excavations deeper than 1.0m below ground level or as otherwise indicated by the *Employer*'s Safety Officer in terms of the current Construction Regulations, 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 *Supervisor*.

Shallow ground water may be encountered in the excavations. Where this occurs, the *Contractor* is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is not permitted.

In areas of existing YPCS *works*, cables to be determined with local signal staff and local signal's *Contractor.* No new YPCS works planned at this site.

5.4.16 Underground services, other existing services, cable and pipe trenches and covers

Prior to any excavation by machine, the *Contractor* shall make every effort to obtain all relevant drawings, indicating the position of potential existing services, via the *Project Manager.*

Where any live, existing services are anticipated, the *Contractor* shall undertake the following:

Trial pits and proving trenches shall be excavated by hand to a depth of approximately 1.2m, but no less than 1.0m.

The *Contractor* shall procure a ground-penetrating radar system and cable locator and undertake a sweep at and around the working area.

Care shall be taken by the *Contractor* to protect all existing services, unless they are confirmed to be abandoned or will be replaced as part of this project.

If any existing service is damaged, that should have been located or protected by the *Contractor*, the *Contractor* shall bear the cost of the repair of that service.

Should any service be damaged by the *Contractor*, it is the responsibility of the *Contractor* to report such damage to the *Project Manager* immediately.

The Contractor shall take special note of any oil pipes that are encountered in the area of the scope of work, these pipes shall not be damaged in any way while completing the new works and be brought to the attention of the Supervisor on site. The Contactor shall ensure that any new services crossing existing pipelines shall be done according to the required standards.

Where the *Contractor* encounters existing underground services or existing services cables or service ducts, the *Contractor* shall undertake the following:

- Notify the *Project Manager* of the located service as soon as possible.
- Notify the relevant utility owners or officials as soon as possible.
- Ascertain whether the service is still required and must remain live, or whether the service has been abandoned.
- If the service is confirmed as abandoned, and upon agreement with the *Project Manager*, the *Contractor* will be allowed to remove such service.
- If the service is deemed live, it shall be protected by the *Contractor* and marked on the specific record drawing for that area or service discipline.

The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.

5.4.17 Control of noise, dust, water and waste

All Site activities must comply with the relevant parts of legislation (refer to 6.6.2,

5.4.18 Risk Allocation Schedule

The following Risk Allocation Schedule sets out the intended allocation of key project risks between the Employer and the Contractor. The Contractor shall be deemed to have allowed for all risks allocated to the Contractor in this Schedule

Risk Allocation Schedule			
Risk Area	Employer (Transnet)	Contractor	Notes / Clarification
Design Responsibility		Yes	Contractor responsible for detailed design
Design Changes (Employer scope change)	Yes		Compensation event
Incomplete Scope	Yes		Employer risk for missing info
Ground Conditions	Baseline	Normal conditions	Abnormal conditions = Employer risk
Survey Data Accuracy	Yes		Employer provides baseline data
Damage to Existing Services		Yes	Contractor liable for damage caused
Site Access	Yes		Employer provides access
Operational Delays	Yes		Employer risk if operations impact work
Interface Risks	Shared	Shared	Depends on cause
Construction Method		Yes	Contractor manages execution
Health & Safety	Shared	Shared	Each party responsible for own area
Environmental Compliance		Yes	During construction
Permits (Employer)	Yes		Approval/regulatory risk
Permits (Contractor methods)		Yes	Method statements etc.
Material Price Changes		Yes	Unless escalation allowed
Programme Delivery		Yes	Contractor responsible
Force Majeure	Shared	Shared	As per NEC

5.4.19 Sequences of construction or installation

The fabrication and erection of the equipment shall be staged and planned to best meet the sectional and/or final completion dates as stipulated in the Contract Data, while making optimal use of available working areas.

5.4.20 Giving notice of work to be covered up

The Contractor notifies the Supervisor of the elements of the works which are to be covered up.

5.4.21 Completion, testing, commissioning and correction of Defects

I. The *work* to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the *Works* including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

II. Use of the *works* before Completion has been certified

In terms of Clause 35.2 in ECC the *Employer* may use any part of the works before Completion has been certified.

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.

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

Clause 43.4 requires that the *Project Manager* arrange for the *Employe*r 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.

The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 *Employer's Works Information* at the starting date / access date stated under Contract Data - Part One, or as the works are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information

IV. Commissioning

Prerequisites for commissioning

A complete and detailed test and inspection plan for testing of pre-assembled modules (if applicable), shall be submitted by the *Contractor* for approval by the *Project Manager*, two months before the start of testing and/or commissioning. This test and inspection plan shall list all tests and inspections required

in terms of the respective specifications and standards and other tests and inspections deemed necessary by the *Contractor* to prove to the *Employer*'s satisfaction that the equipment complies with the *Works* Information and SANS 10378.

Copies of all certificates shall be submitted to the *Project Manager* by the *Contractor* before the commencement of testing and commissioning of the complete *Works*:

Testing and commissioning

Before issuing a Request for Inspection to the *Supervisor*, the *Contractor* shall satisfy himself that the equipment is complete in all respects and shall carry out the necessary upfront tests of the equipment. During this period the *Supervisor* may carry out visual inspections of the work.

After approval of the test and inspection plan by the *Project Manager*, the *Contractor* shall fully test the equipment in the presence of the *Supervisor* and according to the approved test and inspection plan.

The equipment will be subjected to a pre-acceptance inspection by the *Supervisor*. If any part of the equipment is rejected during this inspection, it shall be repaired or replaced to the satisfaction of the *Project Manager*. It will then be subjected to another pre-acceptance inspection by the *Supervisor*.

On successful completion of pre-acceptance inspection, the equipment will be subjected to the tests as per the test and inspection plan. Overload tests as required in terms of legislation shall be performed and certified by an accredited authority. All other tests shall be performed by the *Contractor* and witnessed by the *Employer*. During this test the equipment must perform all its functions and operate throughout the range it was designed for.

All simulation devices and test weights required shall be provided by the *Contractor*.

V. Putting the *works* into operation (acceptance testing)

After successful completion of commissioning, the equipment shall be subjected to acceptance testing.

During acceptance testing the *Works* will be operated by the *Employer*'s operators, but the *Contractor* shall provide at his own cost the personnel and all equipment necessary for acceptance testing, including a sufficient number of suitably qualified people to assist the *Employer*'s for the duration of acceptance testing.

VI. Take over procedures

On completion of acceptance testing and before take-over, the *Contractor* shall supply in triplicate complete test certificates.

6 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

a) The *Contractor* provides Plant and Materials for inclusion in the *Works* in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated by the *Project Manager*.
b) 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.
c) No Plant or Materials will be provided "free issue" by the *Employer.*
d) The *Contractor* provides all Plant and Materials necessary for the *Works*.
e) The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *Works*:

6.1.1 Environmental Standards

The 3rd MPT Warehouse design is governed by three environmental licenses:

- Coastal Waters Discharge Permit (CWDP)
- Water Use License (WUL)
- Waste Management License (WML)

The following standards and legislation apply to this project:

- The Constitution of South Africa (1996)
- National Environmental Management Act (1998)

Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

The measures required in terms of subsection (1) may include measures to—

a) investigate, assess and evaluate the impact on the environment;
b) cease, modify or control any act, activity or process causing the pollution or degradation;
c) contain or prevent the movement of pollutants or the cause of degradation;
    - Environmental Impact Assessment Regulations (2010)
    - Saldanha Bay Municipality Storm Water Management By-Laws (2012)
    - National Heritage Resources Act (1999)
    - Integrated Coastal Management Act (2008)
    - National Water Act No 36 of 1998

6.2 USE OF SANS 1200 SERIES OF SPECIFICATIONS

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 and 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.

6.2.1 Interpretation of SANS terms

Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC3 defined term compliance. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety.
- Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);

Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information;
- Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);

Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC3 Clause 14.1 and, inter alia, ECC3 Clauses 13.1, 14.3 and 27.1.

SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.10 of C3.1 Employer's Works Information.

Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

- Where the word or expression "Plant" is used, read "Equipment".

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 3.1.11 of C3.1 *Employer*'s Works Information.

SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.13 of C3.1 *Employer*'s Works Information.

Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

- Where the word or expression "specification" is used, read "Works Information".

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*.

Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

- Where the word or expression "Engineer" is used, read "*Supervisor*".

SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety.

Assessment and payment are in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

6.3 INVESTIGATION, SURVEY AND SITE CLEARANCE

The *Contractor* shall obtain as built information of the site from Transnet (TPT and TNPA) prior to any construction. It is also the responsibility of the *Contractor* to verify all existing services and notify the *Supervisor* if any existing unforeseen services are encountered.

The *Contractor* is required to prove and protect existing services prior to construction for the full extent of the site. Please note any new services encountered during investigative *work* is to be brought to the attention of the *Supervisor* on site and marked up on the relevant drawing for as-built purposes. Any alternative provided by the *Contractor* to the *Employer's* design which significantly affects the services in the area must be taken into account by the *Contractor* and a method statement provided for the temporary and permanent protection subject to approval by the *Project Manager*. Please note that any alternate designs would require a guarantee of the proposed design for the full intended design life.

The *Contractor* shall take special note of any oil pipes that are encountered in the area of the scope of work, these pipes shall not be damaged in any way while completing the new works and be brought to

the attention of the *Supervisor* on site. The *Contactor* shall ensure that any new services crossing existing pipelines shall be done according to the required standards with the dedicated cover between the two services.

The *Contractor* shall carry out his own pre- and post-construction survey of the site and obtain the *Supervisor's* agreement to the accuracy of data obtained.

The *Contractor* shall be responsible for ensuring that *works* are carried out to the setting out as shown on contract drawings and shall afford the *Supervisor* all facilities for checking as and when required. Such checking, however, shall not relieve the *Contractor* of his responsibilities for the accuracy of his setting out.

6.4 CIVIL ENGINEERING WORKS

6.4.1 Overview

The civil scope for this project relates to the design, supply, construction and handover of an additional warehouse, staff facility and all supporting infrastructure as indicated in the layout drawing (5100078-2-001-C-GA-001-01). The civil scope shall include, but not be limited to, the following:

a) Site Detail

1. The current Multi-Purpose Terminal (MPT) consists of a combined manganese storage warehouse (warehouse 1 and warehouse 2) of dimensions 170m x 69m located between access road 202 and 203 (5100078-2-001-C-GA-001-01). Warehouse 1&2 is serviced by 3 manganese heavy haul rail lines (48kg/m rail or 63-ton wagons). Manganese is offloaded by straddle excavators to dump trucks that transport the commodity in the warehouse for storage via warehouse access roads. The existing site footprint for the proposed new 3rd warehouse is unsurfaced.

2. The new 3rd warehouse forms part of the proposed upgrade of the Multi-Purpose Terminal to increase manganese handling capacity. This consists of upgrading existing rail capacity to 60kg/m rail to handle 100ton manganese wagons. The rail network will also be expanded from 3 rail lines to 5 rail lines running the length of the MPT warehouses (others). Each rail will be accompanied by a proposed service road (others) for offloading of commodity to heavy trucks.

3. The proposed footprint as shown depicted in the layout drawing is to be designed in accordance to the scope set out in this document.

4. It is the responsibility of the designer to consider the scope of civil works in the context of MPT operational activity and interfacing projects.

b) Operational Considerations

1. The Saldanha Multi-Purpose Terminal (MPT) is a 24/7 operational terminal which handles various commodities through the four quayside berths 201 to 204, the bulk of which is manganese and iron ore.
2. Current operations of iron ore, manganese and other commodities are transported via heavy vehicles using the haul road and access gates 202, 203 & 204. Heavy vehicles are used to convey commodities to and from vessels. Manganese is transported to the MPT via heavy haul freight rail and transferred into dump trucks via straddle excavators. Dump trucks then transfer the ore into the warehouse for storage via service roads running along the rail. From the warehouse, ore is transported via trucks to the quay or through the access gates.
3. The proposed new 3rd warehouse is envisioned to expand the existing manganese handling capacity for the MPT. Additional operational equipment and heavy haul trucks will be allocated to support the increased handling capacity. With the increased manganese operations in the MPT, heavy haul traffic volumes are expected to increase.
4. Operational considerations of the proposed increase in manganese handling capacity can be seen in the layout drawing (5100078-2-001-C-GA-001-01):
5. Operational clearances around warehouse to be observed as per Section view A-A in the drawing.
6. Operations movements of dump trucks on Langebaan side of new and existing warehouse envisioned to move in clockwise rotation through warehouse.

7. Operations movements of dump trucks on Saldanha side of new and existing warehouse envisioned to move in anti- clockwise rotation through warehouse.
8. Service road (4m width) are one directional only, except where indicated otherwise (others).
9. Train to abide by shunting and placement plan (others).

Further detail of the MPT operational activity can be obtained within this Works Information and attached Annexures.

6.4.2 Contractor's Design

The complete Works (permanent and temporary) shall be designed by, and remain the responsibility of, the *Contractor.*

The works information shall be read in conjunction with drawing (5100078-2-001-C-GA-001-01) and documentation relevant to the completion of this project. The layout drawing provides proposed layout of pavement and routing of services, and it remains the responsibility of the *Contractor* to perform final designs and layouts.

The works to be undertaken by the *Contractor* shall include, but not limited to, the following:

a) Spatial planning

It is the responsibility of the designer to consider the nature and purpose of all civil works in relation to the context the layout drawing (5100078-2-001-C-GA-001-01), operational activity, interfacing projects and interaction with other discipline works.

b) Detailed setting out:

The *Contractor* shall provide a detailed setting out survey of all works as described in this document:

1. Surveyor to be suitably qualified and registered with the South African Geomatics Council (SAGC).
2. All setting out points to be adequately protected – visible to trucks and other operational vehicles. The site is an active operational area.
3. Processing and preparation of surveying data and drawings for detailed project design process.
4. Any other *Works* arising out of or incidental to this scope or required for the proper completion of the Works in accordance with the true meaning and intent of the contract documents.

c) Reticulation Service Connection to Bulk Services:

1 All required service connection including, but not limited to; sewer, electrical, communications, water and fire reticulation service connections to be provided to new 3rd warehouse.
2 New services are to be designed with adequate protection taking MPT's Operational Activity into consideration.
3 Electrical services to be designed in accordance to electrical engineers specification and tie into proposed nearest Substation L.

4 Sewer services to be designed in accordance to architect's sewage demand and tie into existing Sewer services.
5 Communications services to be in accordance with the Employer's requirements.
6 Water and fire services to be designed in accordance to mechanical engineers specification and tie into existing water services.

d) Stormwater

1. Stormwater designs for site footprint (warehouse, access roads and hard standing areas) to abide by 1 in 50 year design storm. Stormwater is to tie into the bulk MPT stormwater network.
2. The current stormwater infrastructure in the MPT is proposed for upgrade under a separate project in accordance to a 1 in 50 year design storm (project 5200157). The proposed stormwater upgrade for the MPT is depicted in the layout drawing (5100078-2-001-C-GA-001-01). In consideration of the scope of works described in this document, consideration is to be given to protecting or rerouting the proposed stormwater infrastructure.

e) Pavement

1. Required pavement design includes, but not limited to; access roads into the warehouse, warehouse flooring and any other unsurfaced area within the boundary of the footprint to a Design Life of at least 30 years.
2. All ancillary roads works including but not limited to: road markings; heavy duty bollards to protect against operational equipment impact damage.
3. Existing warehouse 1&2 surface consists of concrete pavement to cater for operational activities. It is envisioned that the 3rd warehouse will similarly consist of concrete pavement.
4. All pavement to be designed in accordance to the requirements of the Employer.

5. The following is highlighted for design consideration:
    a) All operational activities and equipment to be used in the new warehouse
    b) High impact loading
    c) Ease of maintenance
    d) Pavement to be designed in accordance to international best practice for heavy duty pavements for port environments.

f) Temporary works

The contractor shall design all temporary works required for this project, including but not limited to:

Dewatering
Pipe Jacking
Any other temporary works deemed necessary by the Contractor.

6.4.3 Contractor's works shall comply with the following requirements

1. All international, national legislation, and Transnet specifications. Where there is a duplication/discrepancy of specifications, the most stringent shall apply.

2. The work shall be conducted as per the latest ECSA Scope of Services Guideline, Stages 1 to 6:
    a) Inception
    b) Preliminary Design
    c) Detailed Design
    d) Documentation and Procurement
    e) Contract Administration and Inspection
    f) Close Out
3. The designs and drawings are to be undertaken by a registered Professional Engineer with ECSA in terms of the Engineering Profession Act (EPA), 46 of 2000 with relevant experience in design and construction of heavy-duty pavements for port environments, stormwater and civil services.
4. Engineering supervision and construction monitoring, normal services and additional services to ECSA Level 3 as stipulated in the ECSA Requirement.
5. Specialised products are to be approved by the responsible engineer and applied in accordance with the manufacturer's specification.
6. Method statements for works are to be provided by the contractor and accepted by the responsible *Contractor's* engineer and *Project Manager* before any works being undertaken.

6.4.4 Civil Standards and Specifications

a) Standards and Specifications

All work done, and materials supplied, must conform to the requirements of the relevant standards as set out in the following schedules:

1. National and International Codes and Standards

SANS Specifications	
SANS 1200	Code of practice for use with standardised specification for civil engineering construction
SANS 1200 A	General
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 DA	Earthworks (Small Works)
SANS 1200 DB	Earthworks (Pipes trenches)
SANS 1200 DM	Earthworks (roads, sub grade)
SANS 1200 G	Concrete (Structural)
SANS 1200 GE	Precast Concrete
SANS 1200 GM	Concrete (small works)
SANS 1200 L	Medium Pressure Pipelines
SANS 1200 LB	Bedding Pipes

SANS 1200 LC	Cable Ducts
SANS 1200 LG	Pipe Jacking
SANS 1200 LD	Sewers
SANS 1200 LE	Stormwater
SANS 1200 M	Roads General
SANS 1200 ME	Subbase
SANS 1200 MF	Base
SANS 1200 MH	Asphalt surfacing
SANS 1200 MJ	Segmented paving
SANS 1200 MK	Kerbing
SANS 1200 MM	Ancillary roadworks
SANS 927	Precast concrete kerbs, edgings and channels
SANS 731	Road markings Part 1: Single-pack solvent-borne paints
SANS 1091	National colour standard
SANS 1083	Aggregates For Concrete
SANS 667	Pre-cast Concrete Pipes
SANS 10144	Detailing of Steel Reinforcement for Concrete
SANS 3000	Railway Safety Management . Requirements for systemic engineering and operational safety standards - Track and associated civil infrastructure and installations
SANS 3001	Civil Engineering Test Methods (various - replacing TMH1 of 1998)
SANS 10142	Code of Practice for the Wiring of Premises
SANS 10100-2:1992	The Structural use of concrete – Part 2 : Materials and execution of work
SANS 50197-1	Cement – composition, specifications and conformity criteria. Part 1: Common cements
SANS 1491-1	Portland cement extenders – Part 1 Ground granulated blast furnace slag
SANS 1491-2	Portland cement extenders – Part 2 Fly ash.
SANS 1491-3	Portland cement extenders – Part 3 Condensed Silica Fume
SANS 110	Sealing compounds for the building industry, two-component, polysulphide base

SANS 1023	Preformed Elastomeric Compression Joint Seals
TRH17	Geometric Design of Rural Roads
SANS 1058	Concrete Paving Blocks

2. Transnet Standards and General Specifications

Transnet Standards and General Specifications	
HE 9/2/8	Corrosion protection
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
BS 8110 Part 1	Structural use of Concrete
AASHTO M153	Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
HE 9/2/8	Corrosion protection
CSIR Red Book Volume II	Guidelines for Human Settlement, Planning an Design
Uniclass L534	Heavy Duty Pavements – The Structural Design of Heavy Duty Pavements for Ports and Other Industries.

Where there is any contradiction between the requirements of the Transnet standard specifications and the requirements of this Works Information, the higher level of specification shall apply.

6.5 ARCHITECTURAL WORKS

6.5.1 Description of the services

The architectural services that the architectural professional and architectural team shall be expected to perform, shall include full the design or partial services as per the standard stages of architectural services listed by SACAP (Stage 1 to Stage 6) for the warehouse, staff facility and all ancillary works as follows:

Stage One	:	Inception
Stage Two	:	Concept and viability
Stage Three	:	Design Development
Stage Four (4.1)	:	Documentation and Procurement
Stage Four (4.2)	:	Construction drawings
Stage Five	:	Construction
Stage Six	:	Close out

6.5.2 The building and facilities

a) The building and its facilities may include buildings of simple, medium or high complexity, and not limited to the following types of areas:
b) Warehouse
c) Mess and ablution for 20 staff
d) Electrical rooms
e) Pump rooms

6.5.3 Specialised and additional Architectural Services may include:

f) Town planning or Urban Design
g) Assisting with Master planning and Spatial Planning
h) Interior designer: Interior Design and selection of furnishings and fittings
i) Landscape Architect and Design
j) Purpose made items; Ergonomics, furniture and fittings
k) Equipment, operations and plant layouts
l) Artistic Impressions, promotional material and 3 D experiences /walk through.

The architect shall furnish the required technical expertise, labour component, materials and devices for the provision of consulting architectural services for Transnet Port Terminals.

The scope of services will be detailed out in the Task Order issued by the Employer. The services are to be carried out in accordance with the applicable clauses of the Architects Professions Act 44 of 2000, Published by the South African Council for the Architectural Profession.

It is the Consultant's responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

6.5.4 Technical requirements

The Consultant in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

6.5.5 Ownership of Data, Designs and Documents

The Parties shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise because of the Employer's use of such a document due to the Consultant's infringement of copyright.

6.6 STRUCTURAL ENGINEERING WORKS

6.6.1 Contractor's works shall comply with the following requirements:

All international, national legislation, and Transnet specifications. Where there is a duplication/discrepancy of specifications, the most stringent shall apply.

1. As a minimum, the work shall be conducted as per the latest ECSA Scope of Services Guideline, Stages 1 to 6 as detailed in the works information.
2. The designs and drawings are to be approved by a registered Professional Engineer with ECSA in terms of the Engineering Profession Act (EPA), 46 of 2000. and accepted by Project Manager prior to construction works taking place on site.
3. Engineering supervision and construction monitoring, normal services and additional services to ECSA Level 3 as stipulated in the ECSA Requirement.
4. Approval of Shop drawings by the responsible professional engineer and accepted by the Employer's engineering team prior to any fabrication works being started.
5. Specialised products are to be approved by the responsible engineer and applied in accordance with the manufacturer's specification.
6. Method statements for works are to be provided by the contractor and accepted by the responsible *Contractor's* engineer and *Project Manager* prior to any works being undertaken.
7. Contractor's engineers shall be responsible for and above the requirements of the ECSA Professional Scope of Services Guidelines:
    - To provide and sign off on all the critical hold points for all critical construction and fabrication works as per the relevant quality control plan, supplied by the contractor
    - Respond to field engineering queries raised by the Employer or the contractor on site.
    - Manage Engineering changes and updates to drawings.

6.6.2 Design Requirements

1. All structures shall be designed to comply with the relevant parts of the international or national regulations covering fire precautions in the design and construction of buildings. The design shall be carried out according to the current construction standards and according to the elements and the documentation provided within this Works Information (concerning the functional, engineering, structural, geotechnical aspects, etc.).
2. Design calculations and analyses shall consider the most unfavorable combination of static, dynamic, erection and lay-down loads and loads due to temperature and shrinkage effects, to which the structure or part may be subjected, both for the serviceability and ultimate limit states. Methods of computation and magnitude of loads shall be in accordance with the relevant standards and codes of practice.
3. All structures shall be designed to ensure that noise, vibration, temperature, and dust levels are kept within acceptable limits (85 decibels and below), providing proper operating conditions for the plant to be installed and a comfortable working environment for the owner's operations and maintenance staff throughout the year. The construction of all structures shall take into account the need to achieve all specified and regulatory noise restrictions.
4. The design must take into account operational (including accidental impact) and maintenance requirements and tie into the current infrastructure. The design will be required to incorporate all applied loads and necessary fixings and supports to ensure safe installation of associated infrastructure and equipment.

5. The internal ground floor shall be a durable concrete floor designed to support stacked material and operational equipment. The floor must be abrasion resistant. A drainage system will need to be provided in the floor, with suitable falls and outlets to ensure efficient and effective drainage of the wash water. Provision is to be made for the downpipes and associated fixtures.
6. The design must incorporate all necessary safety access and exit points.
7. All other engineering discipline requirements shall be considered and designed for (this is inclusive but not limited to Architectural, Mechanical, Electrical, and Civil requirements). Accessways, cat ladders and walkways must be provided for ease of maintenance and evacuation.
8. All retaining structures or elements must be able to support the material loading as detailed in this Work's Information, As well as impact due to the operations and equipment.
9. Provision shall be made in the designs for the maintenance of the shed, both internally and externally.
10. All structural steel works shall be hot-dip Galvanized to SABS ISO 1461- Old SABS 763.
11. All structural works shall be corrosion protected as per the Transnet Specifications. (See section 7)
12. The contractor shall ensure adequate stability of the structure for the full duration of erection.
13. The contractor shall confirm all dimensions on-site prior to conducting the works.
14. The Contractor is to make provisions in his designs and his construction methodology for undertaking construction works under live operational conditions or working around other Contractors.
15. The contractor is to issue a certificate of stability, duly signed by contractors ECSA registered professional Engineer, for the entire works on completion

6.6.3 Design Constraints and Considerations

- High Water Table
- Poor Soil Conditions
- High possibility of impact from operational equipment
- Extremely corrosive environment
- Close proximity to the sea
- Close proximity to railway lines
- Corrosive effect of the various materials on the structure. (Selection of Construction materials)
- Design to take into account the future implementation of BMH mobile equipment.
- Operational plan/user requirements for the warehouse
- Tie in points to the external services (civil works).
- Current As-built conditions of the site. (Geotech, survey, services etc.)
- Other projects on the site.

6.6.4 Specifications

This section references the Transnet specifications of all reinforced concrete, associated concrete, structural steel works and corrosion protection requirements for the works.

Where reference is made to statutory codes and standards (SANS, etc.) and materials specifications within the Transnet specifications, this shall be in reference to the latest relevant published codes, standards and material specifications.

a) CONCRETE, FORMWORK and REINFORCEMENT

Table 2: Transnet Specfications of Concrete, Formwork and Reinforcement

Item	Document Number	Description
[1]	S420	TRANSNET - SPECIFICATION FOR CONCRETE WORK
[2]	S437	TRANSNET - CONCRETE PAVING

b) STRUCTURAL STEELWORK

Table 3: Transnet Specification for Structural Steelwork

Item	Document Number	Description
[1]	EEAM-006	TRANSNET - STRUCTURAL STEELWORKS (HE9_2_8 BER 17)

c) CORROSION PROTECTION OF THE WORKS

Table 4: Transnet Specification for Corrosion Protection

Item	Document Number	Description
[1]	EEAM-008	TRANSNET - CORROSION PROTECTION (HE9-2-5 Ver2)

d) OTHER

Table 5: Other Transnet Specifications

Item	Document Number	Description
[1]	EEAM-010	TRANSNET - REINFORCED CONCRETE-STRUCTURAL STEEL (HE9-2-11 VER 5)

6.7 MECHANICAL ENGINEERING WORKS

All designs shall be signed off by suitably qualified and well-experienced ECSA registered professional engineers (Pr.Eng) or professional engineering technologists (Pr.Tech.Eng) who have adequate relevant experience in the design and execution of the mechanical systems following below.

It shall, however, be noted that in delivering the above works for all mechanical systems, the following principles must be applied consistently throughout the entire process, from detailed design, supply, and installation, through to testing, commissioning, and handover:

- Sound engineering practice
- Industry best practice
- Compliance with relevant statutory codes and other relevant codes of compliance
- Good Quality materials
- Safety consciousness
- Ease of Maintenance
- Consideration of environmental and operational conditions during design
- All drawings and reports shall be submitted for client signature of acceptance prior to any manufacturing and installation of any systems.

6.7.1 Mechanical Systems

a) HVAC

The systems shall be efficiently designed and appropriately sized in compliance with the relevant statutory SANS codes and applicable ASHRAE standards and guidelines. The design shall ensure the adequate introduction of outdoor air into all building spaces in accordance with the relevant codes, thereby providing sufficient ventilation throughout. All other annexe buildings shall be provided with the relevant air conditioning and cooling systems in accordance with the relevant codes and industry best practice.

All HVAC systems shall be designed taking into consideration the environmental conditions of the area in which it is located. The materials, components and plant selected shall be selected in such a way that it will be able to withstand the environmental conditions of a high salinity and dust laden nature. The HVAC systems shall also consider all the other mechanical systems and ensure that it is well coordinated in its functioning and appropriately interlocked where required

The HVAC system shall be designed with ease of maintenance in mind, with particular emphasis on safety. All systems shall be kept as straightforward as possible to avoid unnecessary complexity that could hinder their operation.

HVAC system components shall be positioned in such a way that it is accessible for required maintenance procedures and where components are not easily accessible for maintenance procedures, the relevant access ladders, walkways and/or access platforms shall be provided. These access mechanisms must all be designed with safety and efficiency in mind and designs shall guard against interferences with operations or other mechanical systems.

Where required, HVAC systems shall be suitably interlocked with other mechanical systems, including fire protection and any other applicable systems. The design of the HVAC systems shall take into account the operation of other mechanical systems to prevent any functional interference. Furthermore, consideration shall be given to the internal bulk materials handling processes within the shed, as well as the dust suppression systems, to ensure a fully integrated and seamless design.

b) Plumbing Systems

All plumbing systems shall be designed in accordance with the relevant applicable SANS statutory codes and all other applicable codes. Potable water standpipe connections shall be provided at appropriate intervals along the outside perimeter wall of the shed and mess room facilities.

Potable water must also be supplied to all annex buildings and where required. All plumbing systems shall be installed making use of good quality materials and shall include all pipe components, supports and all other associated pipe elements/components. All pipework must be adequately sized to be able to deliver on the required flowrates as per the relevant demand calculations.

All aboveground plumbing pipework shall all be copper pipework of the relevant required class and piping components shall all be good quality and SABS approved copper or brass material specification.

Design of all plumbing systems shall also be in accordance with industry best practice and sound engineering practice. All plumbing systems shall be designed practical way which simplifies maintenance.

Hot water systems shall be provided for the mess/staff facility building where practically applicable. All hot water systems shall be designed and specified in accordance with the relevant statutory codes and shall be made up of SABS approved and good quality materials and components which will allow for longevity of use for all plumbing systems.

c) Fire Protection System

All fire protection systems shall be designed and installed in accordance with the relevant statutory SANS codes and all other relevant applicable codes.

A comprehensive fire risk assessment shall be carried out and documented in a formal report to be submitted to the client. This report shall demonstrate that appropriate due diligence has been taken into consideration from a fire safety and operational perspective and shall also serve as a key input to the design of the fire protection systems.

Fire protection and monitoring systems shall where applicable be suitably linked and monitored with a SCADA or other monitoring systems to ensure a comprehensive level of fire monitoring is achieved throughout the facility.

Fire protection systems shall be designed and installed with full consideration of the environmental conditions at the installation site, which is characterized by a highly corrosive saline atmosphere and significant dust levels due to bulk material handling operations. The design shall also take into account the influence of other mechanical systems on the internal environment of the buildings, particularly within the storage shed.

Fire protection systems shall be designed and installed in such a way that it does not interfere or clash with the operation of any other mechanical systems in this project as well as any of the bulk material loading and unloading processes conducted at the facility.

Fire protection components shall be positioned in such a way that they are accessible for required maintenance procedures and where components are not easily accessible for maintenance procedures, the relevant access ladders, walkways and/or access platforms shall be provided. These access mechanisms must all be designed with safety and efficiency in mind and designs shall guard against interferences with operations or other mechanical systems.

Fire protection systems shall be suitably interlocked with relevant mechanical and other mechanical building systems to ensure appropriate response and functionality in the event of a fire.

Fire protection designs shall be guided by the requirements of the client's insurance/underwriter and comply with it to ensure that the client is adequately covered from an insurance perspective.

Fire protections designs shall all be submitted to the local municipality fire chief as well as TNPA's (Transnet National Ports Authority) local fire chief and be subject to approval from both parties.

d) Dust Suppression System

A thorough study, including adequate research, sampling, and laboratory testing of the commodity, shall be undertaken to provide the necessary input data for the appropriate selection and specification of the dust suppression system for the operational storage area.

The design, installation, and operation of the system shall take into full account the operational area in which it is to function, as well as the prevailing environmental conditions. These include a dust-laden atmosphere and a highly corrosive environment, resulting from the nature of operations and the facility's proximity to the seashore. The nature of the dust suppression system will also further exacerbate the rate of corrosion on the inside of the shed environment and therefore serious consideration must be paid to the design of all mechanical systems, including the dust suppression system on the inside of the shed.

The dust suppression system design shall be based on an atomized water spray cannon system. The system shall allow for multiple water mist cannons to be mounted at strategic locations and elevations to ensure that dust is adequately suppressed and contained within the storage shed.

The dust suppression system shall be designed and specified in such a way that it allows for effective and efficient suppression of a range of different dust particle sizes as determined by the research and study results from the dust particle samples testing.

The dust suppression system shall adequately cover all areas in the shed to ensure uniform and effective dust suppression coverage. The system shall include and make allowance for all the system components which will be required to achieve the desired outcomes, operational performance and efficiency.

The system design shall take into consideration that all systems need to be fully maintainable and shall therefore include as part of the design the relevant access ladders and service platforms and all associated safety handrails.

The dust suppression system and support system design shall also consider the building structure to which it needs to be mounted on, and proper consultation shall be had with the structural engineer to ensure that the structure adequately allows for the bearing of the load of the system components whether it is mounted on vertical members or suspended from horizontal structural members.

Design shall allow for all pipework, pipe components, valves, supports and components to be correctly specified and adequately supported again in consultation with the relevant other engineering disciplines.

All dust suppression components shall be designed in such a way that they are properly coordinated with reference to other systems and ensure that it's functioning/operation does not interfere with the functioning of other building services systems.

Dust suppression cannons shall be designed such that each cannon mounted on vertical structural members can oscillate from side to side to ensure even spread of atomized water particles for maximum dust suppression efficiency.

As the storage shed is a particularly large shed with a rectangular footprint, the dust suppression design shall allow for the system to be divided into storage shed zones for the dust suppression system to only operate in the area/areas where dust is generated at any given specific point in time. The on/off activation of dust suppression cannons in a particular zone shall be triggered by suitably selected robust proximity or motion detector sensors to conserve as much electrical power. The dust suppression canons must also be adequately utilized by selecting powered oscillating cannons to ensure sufficient coverage with the minimum amount of dust suppression canons used.

The dust suppression system shall make use of a properly specified high pressure pump which must be able to provide adequate high pressure water flow as required by the dust suppression atomizing cannons. The design shall allow for adequately size water storage supply tanks for the dust suppression system for proper operation and to ensure minimal disruption from water supply pressure and flow fluctuations of the port system.

The dust suppression shall also where required make use of suitably selected and specified surfactants to assist with altering the surface tensions of water to more efficiently capture and suppress the individual dust particles.

Designers must ensure that all mechanical systems are designed in a simple functional and practical manner to prevent unnecessary complexity but ensure robust, efficient systems which will be as simple as possible to maintain yet effective in fulfilling its intended functions.

All pump stations, storage tanks, control PLC's and other plant components and associated control components shall be housed inside a building which shall be included in the project. The size and layout requirements of this room must be adequately communicated to the relevant building designers.

e) Workmanship, Installation and Construction of all Mechanical Systems

The installation and mounting of all mechanical systems shall be undertaken in accordance with the applicable installation codes, incorporating all relevant safety measures, risk assessments, sound engineering practice, industry best practice and correct installation methods.

All mechanical systems, plant and components shall be new and sourced from reputable manufacturers known for high-quality products. All sub-components, fasteners, supports, and other auxiliary parts shall be manufactured from high-quality materials suitable for the environmental conditions of the installation site.

The workmanship of all mechanical system installations shall be of a high quality and carried out in accordance with the relevant statutory codes of compliance

The mounting and installation of all mechanical plant and system components shall, as far as practicable, avoid drilling or welding on structural building members in order to preserve the integrity of their corrosion protection.

Installation shall be undertaken in accordance with industry best practices and recognized principles of quality workmanship. All works shall be carried out to ensure the longevity of the systems, which necessitates the use of high-quality materials and fittings.

f) Deliverables

All the deliverables listed below must be produced and submitted for all the mechanical systems in this project. All design drawings and reports must be submitted to the client for approval/acceptance before manufacturing and installation can commence. All handover documentation which will be handed over to the client shall also be subject to approval and acceptance from the client.

6.7.2 Technical Design Criteria document

This document must include the following information which will provide guidance and a framework of parameters according to which designs will be executed and must as a minimum include the following information:

- List of the mechanical systems to be designed and basic overview of each system to be designed
- Legal and Statutory codes with which each system must comply with
- Other design codes or guidelines which will be applied in the design
- Environmental and Service conditions for which systems will be designed
- Local and Municipal approvals, which must be sought
- Transnet company technical specifications, which need to be complied with
- Units of measurement
- List of documents which will be produced in the design process

6.7.3 Full Detail AFC (Approved for Construction) drawings

AFC drawings must be produced for all mechanical systems and must be signed off by the relevant ECSA registered Pr.Eng or Pr. Tech Eng responsible for the design in electronic and hard copy format. All drawings must also be submitted in native AutoCAD electronic format. The following drawings shall be produced as a minimum, but will not be limited to:

- Plan Layouts
- Elevations
- Sections
- Detail of systems where applicable

Any additional drawings over-and-above the drawings listed which will be required for the installation and implementation of each of the systems shall also be provided where required.

6.7.4 As-built Drawings

As built drawings shall be produced at the completion of the construction and installation process of each of the mechanical systems of all the AFC drawings produced during the design phase. All As-built drawings shall be submitted in both native electronic format as well as electronic PDF format. Each PDF format design drawing must be signed by the relevant ECSA registered Pr.Eng or Pr. Tech Eng as stipulated earlier in the document.

6.7.5 Shop drawings

All Shop detailing drawings produced either by the contractor or sub-contractor of each of the mechanical system components shall be submitted in both electronic native AutoCAD format and electronic PDF format.

6.7.6 Design Calculations

- All design calculations for all mechanical systems in native electronic format as well as part of the engineering design report.
- The calculations of the mechanical systems in the design report shall clearly specify all formulas and equations used in the design process as well as the specific design codes which were followed and the assumptions made in the design process.

6.7.7 Engineering Design Report

The engineering design report must provide and include as a minimum detailed information on each of the following parts of design process:

- A detailed explanation of each of the mechanical systems which were designed, describing the type of approach which were followed, which options were considered, why each specific option was the most feasible from a cost, operational, maintainability, energy efficiency, longevity, fit-for-purpose and any other relevant perspectives.
- Detailed explanation on the operating and control philosophy of each system.
- Explanation on the limitations and the parameters which were considered and present in the design process.
- Environmental conditions and operational environment for which it was designed.
- List all design codes, principles and statutory and regulatory codes which were used and complied with in each system design.
- Detailed calculations displaying all formulas and equations used based on which applicable principles together with all the calculation sheet contained as part of the annexures of the design report.

6.7.8 Operational Readiness plan

An operational readiness plan must be compiled for all mechanical systems to ensure that all systems are fully functional, safe, maintainable and ready for ongoing operations before handover to the end-user. The operational readiness plan must also specifically address the readiness and availability of the end-user staff to be able to operate and maintain each of the systems as per the requirements via the use of the relevant training interventions and upskilling of staff. The operational readiness plan must also include all the relevant handover documentation which needs to be submitted at the completion of the project. The contractor shall also provide training for Transnet operation and maintenance team.

6.7.9 Warranty and Maintenance contract

All mechanical systems shall be supplied with a warranty and maintenance contract covering a period of 12 months, commencing from the date of handover and formal acceptance by the end-user. The warranty and maintenance contract shall provide comprehensive coverage for all individual components, as well as the overall functionality of each mechanical system.

6.7.10 Testing and Commissioning

Testing and commissioning shall be carried out for each installed mechanical system. This shall include testing of all individual mechanical components and plant forming part of each system, to verify that they are operating in accordance with their intended purpose.

Commissioning shall be undertaken for all mechanical systems, comprising individual components and plant, to verify that each system operates collectively in accordance with its intended purpose. The commissioning process shall confirm that each system functions correctly and efficiently, fulfilling the purpose for which it was specified and designed. Furthermore, the commissioning of the various mechanical systems shall be conducted concurrently to ensure coordinated operation and to confirm that no system interferes with the performance of another.

- AIA (Approved Inspection Agency) and other regulatory body inspections approval and Certification

AIA inspections, along with all other inspections required by relevant regulatory bodies, shall be carried out on all mechanical systems that are subject to such statutory requirements. These inspections are to ensure that all systems comply with applicable codes, are safe for use, fit for purpose, and incorporate the correct components appropriate to each mechanical system.

6.7.11 Handover Documentation

The handover documentation pack for each of the mechanical systems (hereon referred further referred to as "systems" shall be submitted at the close of the project in both hard copy format and electronic PDF format (via Microsoft One Drive). 3 hard copies of each document shall be handed to the project manager. The handover pack must as a minimum contain the following documentation listed below:

a) <u>Operational Manuals – Operational manuals for all the systems must contain the following information:</u>
   - Description of the system and design intent
   - Operating procedures
   - Datasheets – Manufacturer's product data sheet for each of the components and parts of equipment plant

b) <u>Maintenance Manuals – Maintenance manuals must contain the following information:</u>
   - Maintenance Procedures
   - Maintenance Schedules
   - Warranty information

- Testing Reports - Testing reports, checklists and all relevant documentation of each mechanical system to prove that all individual components are fully operational and function correctly as per its intended purpose.
- Commissioning Reports – Commissioning reports, checklists and all individual components of each mechanical system to ensure that each system functions as a integrated system in a safe and reliable way and it ready for use by the end-user.
- As-built drawings – All as-built drawings of all systems as described in the document.
- Shop drawings – All shop detailing drawings as described earlier in the document.
- AIA (Approved Inspection Agency) and other regulatory inspection body certificates for each of the mechanical system which requires it.
- Operational Readiness plan as specified earlier in the document.
- Fire Risk Assessment report

6.7.12 Client Approval and Acceptance

All design drawings, reports and handover documentation for all mechanical systems must be submitted to the client for acceptance and approval before manufacturing and installation can commence.

6.8 ELECTRICAL ENGINEERING WORKS

All installation performed by the *Contractor* shall be in accordance with the *Employers* specifications and submitted to the *Employers* Engineer for acceptance prior to execution and as built.

6.8.1 Design, Supply and installation

1. The Electrical Scope covers and not limited to zone classification study, design, manufacture, supply, installation, construction, and commissioning of the electrical infrastructure of the 3rd MPT warehouse. For pricing all installations shall be assumed to be for Zone 21/20 accordingly.
2. All luminaires shall be installed according to SANS 10114-1, SANS 10108 and specification No. TPD-001-EL&PSPEC. The lighting shall be controlled using occupancy sensors that are not triggered by the movement of birds.
3. The Contractor shall design, supply and install emergency luminaries according to SANS 10114-2, SANS 10108 and specification No. TPD-001-EL&PSPEC.
4. The Contractor shall design, supply and install the power supply according to SANS 10142-1 and specification No. TPD-002-DBSPEC and TPD-003-CABLESPEC. The orders of magnitude for what should be allowed for in terms of the number of DB shall be as per the existing TPT shed. The electrical designs for the proposed shed shall be 30% more than the capacity of the existing shed, this shall be with the existing shed's spare capacity included. Note, the mechanical equipment for stacking/reclaiming shall be allowed for as electrical loads.
5. The contractor shall design, supply, and install a standalone PV system that used the modern specification of a minimum of 700W-800W at +25% efficiency output standard size panels that covers the entire roof of the shed. The design shall include a monitoring system for tracking the performance of the PV system. A dedicated room is required to house the battery bank, inverters, switchgear and any other plant associated with the PV system.
6. The PV system shall be linked with the main electrical system as an equal optional supply, backup power supply, and/or supplementary power supply to the shed.
7. The contractor shall design/select, supply, and install an automatic solar panel cleaning solution for the PV power system. The contractor shall present a minimum of three options for the Employer's Engineer's acceptance. Pricing to be based on the most expensive option.
8. The Contractor shall design, supply and install the earthing and lightning protection according to SANS 62305-1-4 and SANS 10313 and specification No. TPD-004-EARTHINGSPEC.
9. The Contractor shall provide all engineering deliverables to the Employer for acceptance. The expected Electrical and Instrumentation deliverables are but not limited to the following list:
    - Zone classification study report.
    - Design Criteria and design reports with the details of all the applicable design standards and plant specifications.
    - Technical reports with all the calculations and studies which includes but are not limited to illumination, load flow, fault level, protection, earthing, and lightning protection.
    - Plant/Equipment list.
    - Plant/Equipment data sheets and layout drawings.
    - LV Single line drawings.
    - Electrical Lighting and Power layout drawings. Schematic diagrams.
    - PV power system designs.
    - Cable route drawings and electrical raceway/cable management drawings.
    - As-Built Drawings

6.8.2 Compliance Certificates

The tenderer is required to do cold and hot commissioning test the installation in the presence of the Employer and issue certificates of compliance (SANS10142).

6.8.3 Legislations

Table 6: List of South African and International Codes used in the development of this document.

Item	Document Number	Description
[1]	OSH ACT 85 of 1993	South African National Occupational Health and Safety Act 85 of 1993]
[2]	The Engineers Professions Act	
[3]	NEMA	

6.8.4 Standards

Table 7: List of all South African and International Standards used in the development of this document.

Item	Document Number	Description
[1]	SANS 10142-1&2	Code of Practice for the Wiring of Premises.
[2]	SANS 62305-1	Protection against lightning Part 1: General principles
[3]	SANS 62305-2	Protection against lightning Part 2: Risk management
[4]	SANS 62305-3	Protection against lightning Part 3: Physical damage to structures and life hazard
[5]	SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
[6]	SANS 10313	Protection against lightning - Physical damage to structures and life hazard
[7]	SANS 10199	The design and installation of earth electrodes
[8]	SANS 1063	Earth rods, couplers, and connections
[9]	SANS 10198-8	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV Part 8: Cable laying and installation
[10]	SANS 1091	National Colour Codes
[11]	SANS 1973-1	Low Voltage switchgear assemblies>10kA
[12]	SANS 1973-2	Low Voltage switchgear assemblies <10kA
[13]	SANS 10292	Earthing of Low Voltage (LV) distribution systems
[14]	SANS 60529	Degrees of protection by enclosure (IP codes)

[16]	SANS 62268	Electricity Metering Equipment
[17]	SANS 725	IEEE Guide for Safety in AC Substation Grounding

6.8.5 Service Conditions

The plant/equipment shall be designed and rated for continuous operation under the following conditions:

Altitude	0 to 1800m above sea level
Ambient air temperature	Max 45 deg. C; Min. -5 deg. C
Humidity	as high as 96 %
Lightning conditions	Severe with 11 flashes/km^2/annum
In addition, the atmosphere will be Salt laden and corrosive industrial chemical and dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 Km/h and above.	

Low Voltage Power System

All Low Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage:	400V
Minimum - Maximum system voltage:	380V - 420V
Nominal frequency:	50 Hz ± 2 Hz
No. of phases:	3 Phase and Neutral
Neutral Point	Solidly Earthed

7 LIST OF SPECIFICATIONS

In addition to the requirements set out in the preceding clauses, the *Contractor* shall ensure that the Works comply with all specifications detailed in the following list.

Employer-specific specifications have been attached in Annexure C.

Where reference is made to statutory codes and standards (SANS, etc.) and materials specifications within the Transnet specifications, this shall be in reference to the latest relevant published codes, standards and material specifications.

Table 8: List of Specifications applicable to this Work's information

Title	Description
SANS	All relevant SANS specifications and requirements
ISO	All relevant ISO specifications and standards
TIMS	Transnet Construction Environmental Management Plan_Rev04
TIMS	Transnet Standard Environmental Specification_Rev04
TIMS	Contractor SHE Specifications
TIMS	TIMS Contractor Health and Safety Specification Guideline
DBT Plant	Conveyor Technical Data
DBT Plant	Electrical Network
EEAM-Q-001	Belt Conveyors and Associated Equipment
EEAM-Q-002	Specifications Hydraulic Equipment
EEAM-Q-003	General - Specification for Steel Wire
EEAM-Q-004	Gear, Shaft & Bearing Brake
EEAM-Q-006	Structural steel Work
EEAM-Q-008	Corrosion Protection
EEAM-Q-009	Quality Management
EEAM-Q-010	Specification for reinforced Concrete and Structural
EEAM-Q-011	Maintenance of Cranes and Hoist
EEAM-Q-012	General Electrical Equipment - Revised 10-Sep-12
EEAM-Q-013	Punch List Specification
EEAM-Q-014/015	Electrical Motors and generators-
EEAM-Q-014/016	Electrical Motors and generators

EEAM-Q-015	Elec Tech Data Sheet
EEAM-Q-016	General Requirements and Conditions
EEAM-Q-017	Medium voltage switchgear and control
EEAM-Q-018/021/030	Specification for Electrical Equipment
EEAM-Q-019	Cable reel Systems
EEAM-Q-020	Tests on Electrical Equipment
EEAM-Q-021	Specification for Electrical Equipment
EEAM-Q-021	Electronic Equipment
EEAM-Q-028-M	Specific requirements-Mech Equip-Richards Bay
EEAM-Q-028-E	Specific requirements-Elec Equip-Richards Bay
EEAM-Q-030	(Elec Equip Supply- PORTS HE8-2-12Ver1)
TPD	High Level Commissioning Plan
TPD	TPD-001-EL&PSPEC
TPD	TPD-002-DBSPEC (2)
TPD	TPD-003-CABLESPEC
TPD	TPD-004-EARTHINGSPEC
TPD	TPD-005-FIRESPEC
TPD	TPD-007-MVSWITCHSPEC
TPD	TPD-008-MINISUBSPEC
TPD	TPD-010A-HIGHMASTSPEC-A
TPD	TPD-010B-HIGHMASTSPEC-B
TPD	TPD-011-UPSSPEC
TPD	TPD-012-ACCESS CONTROL
TPD	TPD-012-POWER FACTOR CORRECTION
TPD	Trenching Manhole spec

7.1.1 Other Transnet Standards and General Specifications

Table 9: Transnet Standards and General Specifications

Transnet Standards and Genaral Specifications

S406	Specification for the supply of stone
S410	Transnet Specification for Railway earthworks
E10	Specification for Railway Trackwork
E7/1	Works on, over, under or adjacent to railway lines & near high voltage equipment
E10/1 to E10/4	Supplementary specifications
SARTSM	Signing for railway crossings (Volume 2)
MTM 2012	Manual for track maintenance 2012
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
BS 8110 Part 1	Structural use of Concrete
AASHTO M153	Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
Version 1.2.2.20	Stormwater Filtration System Specification
	Heavy Metals Filtration System Guidelines and Experiences

Where there is any contradiction between the requirements of the Transnet standard specifications and the requirements of this Works Information, the latest and higher level of specification shall apply.

8 LIST OF DRAWINGS

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Table 10: List of Drawings

Description		
Drawing No.	Revision	Description
5100078-2-001-C-GA-0001-01-0A	01	Saldanha Port New 3rd Warehouse Site Layout
20250304-CONCEPT-00-A_A0t	01	3rd Manganese Warehouse, Multi-Purpose Terminal Concept Layout
20250304-CONCEPT-00-A_A1t	01	3rd Manganese Warehouse, Multi-Purpose Terminal Concept: Typical Section

SECTION 2

9 MANAGEMENT AND START-UP

9.1 Management Meetings

Once the successful *Contractor* has been appointed, regular meetings of a specific nature will be convened and shall be chaired by the *Project Manager*.

a) It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.
b) Depending on the size and complexities of the Works, it is probably beneficial for the *Employer* to hold a weekly risk register meeting. This could be used to discuss safety, environmental, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

These meetings may include the following:

Table 11: Communication Plan

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-Off Meeting	Prior to Commencement of Construction	*Transnet Port Terminal-Saldanha/Online*	*Employer, Contractor (key persons) and Project Manager (appropriate delegates)*
Project Progress Meetings (Report on the progress)	Bi-weekly (once every fortnight	*Transnet Port Terminal-Saldanha/Online*	*Project Manager*, *Contractor's* representatives and other appropriate individuals as required by the *Project Manager*.
Risk Register and Compensation Events	Weekly	*Transnet Port Terminal-Saldanha/Online*	*Project Manager (and appropriate delegates), Supervisor (and appropriate delegates) and Contractor (appropriate key persons)*
Monthly SHE meeting	Monthly	*Transnet Port Terminal-Saldanha/Online*	*Employer, Project Manager (and appropriate delegates), Contractor (line management, site Supervisors, safety officer, environmental officer and safety reps)*

Risk Assessment Meetings (Discuss risk issues within the project.	On urgent basis as requested by the *Project Manager*/Risk Specialist to address specific risks related issues.	*Transnet Port Terminal-Saldanha/Online*	*Project Manager*, *Contractor's* representatives and other appropriate individuals as required by the *Project Manager*/Risk Specialist.
Quality/Non-Compliance Meetings (Discuss quality issues within the project.	On urgent basis as requested by the *Project Manager*/Quality Specialist to address specific quality/non-compliance related issues.	*Transnet Port Terminal-Saldanha/Online*	*Project Manager*, *Contractor's* representatives and other appropriate individuals as required by the *Project Manager*/Quality Specialist

c) The *Contractor* attends management meetings at the *Project Manager's* request. These meetings are to be held fortnightly or as regularly as may be determined by the *Project Manager*. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress, quality plans, Sub-Contractor management, as may be required.
d) All meetings shall be recorded, preparing meeting minutes and circulated by the person who convened the meeting. Such minutes (or register) shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
e) Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the Works. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the *Project Manager*.

9.2 Execution Strategy

The execution strategy for this project is design-build construction delivery method. This requires the appointed *Contractor* to be responsible for all the works associated with the design, approvals, procuring of the construction material, construction of the warehouse, testing & commissioning and hand-over the completed warehouse to the Employer (Transnet).

At the minimum, the execution strategy of this project, which is aligned to the design & build project delivery approach will follow the following phases:

9.2.1 Pre-design phase

This phase is after the appointment of the C*ontractor*. Once the *Contractor* has been appointed, the *Contractor* will be required to gather site & field information in preparation for concept designing. The site & field information may include (but not limited to) the following: topographical survey & geotechnical survey of the project area. In the instances where the *Employer* makes site & field information available to the *Contractor*, the *Contractor* will still be responsible to validate/verify the accuracy/correctness of the information (The employer maintains no liability in the completeness of the information). Once all the site & field information have been gathered & verified, The *Contractor* proceed to the next phase.

9.2.2 Concept Design Phase

In this phase, the *Contractor* will be required to produce concept drawings which covers all the project scope as detailed in this document. The concept drawings will be presented to the *Employer* for acceptance to proceed to detail designing.

9.2.3 Detail Design Phase

In this phase, the *Contractor* will be required to produce detail designs which covers all the project scope as detailed in this document. The detail drawings, which shall include all the calculations, design report and all other information as stipulated in this document, shall be signed-off by professional registered engineers. Once the detail drawings have been accepted by the *Employer*, the *Contractor* shall proceed to the next phase.

9.2.4 Material Procuring Phase

The *Contractor* will procure all the material of the project. This phase includes, manufacturing, fabrication, supply & delivery of construction material. In this phase, it is possible for the *Contractor* to commence with early construction activities while waiting for the delivery of the material. The *Contractor* will be required to implement innovative methods to ensure that the project is completed within the shortest possible timeframe. During the manufacturing/fabrication stages, the *Project Manager*, together with some selected project team members may visit the site/factory/site of manufacturing/fabrication as part of quality inspections. The *Employer* will cover all travelling & accommodation costs for all Transnet employees while the *Contractor*, shall cover all costs for its employees.

9.2.5 Construction Phase

The construction phase entail the execution of the Works in accordance with the project scope (Works Information) and in-line with the approved designs for the project. The *Contractor* will be required to assign competent staff with the necessary skills to execute the work. Construction monitoring of all the works shall be level 3 as per the latest ECSA guidelines.

The entire project scope includes (but not limited to):

- The construction of a warehouse (fitted with suitable foundation & floor, with fire suppression systems, dust suppression system, lights, ventilation systems etc.) as detailed in this document.
- Construction of Mess and Ablutions facility as detailed in this document.
- Installation of electrical and instrumentation work (internal & external of both the warehouse and mess facility), as detailed in this document.
- Installing wet services (internal & external the warehouse). This includes but not limited to storm water, sewer & drainage systems.
- Construction of access roads (internal & external warehouse) as detailed in this document.

9.2.6 Testing & Commissioning phase

Upon completion of construction works, testing of the mechanical, electrical systems installed inside the warehouse shall be conducted by the *Contractor.* This may include (but not mitted to) the dust suppression & fire suppression systems. Occupation endurance will also need to be conducted for the floor and therefore, a period of 1 month after the construction will be required to allow operations to move cargo inside the warehouse in-order to test the strength of the flooring.

9.2.7 Hand-over & close-out

The *Contractor* will be required to do a hand-over with all the supporting documents. This should include (but not limited to) to drawings, specifications, spare lists, maintenance and operational manuals. The contractor will also be required submit a detailed close-out report & operational readiness plan for the project. The close-our report should outline all the project activities from award to project award.

9.2.8 Post-Construction

The project team reflect on the completed project. A post construction meeting is convened by the *Project Manager*. A lesson learn register is generated at which, all the good & challenges of the project are reflected. The *Contractor* is also required to be available for 12 month defect period after post project completion.

9.3 Documentation Control

a) Transnet uses a document controlling system to track, record and control documentation circulated.
b) All formal communication should be submitted to TPT Document Controller.
c) This include among others, circulation of minutes, drawings, claims etc.
d) TPT Document Controller shall work with the Contractor's Document Controller (if available)
e) In undertaking the *Works* all documentation requirements for the *Works* shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (*Contractor* Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.
f) The *Contractor* Documentation Submittal Requirements (CDSR) is as contemplated in DOC-STD-0001 – Rev 03, as contained in the Annexure D.
g) The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
h) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Lead Document Controller at the project site office document control department.
i) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.
j) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the out-dated information.
k) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
l) The *Contractor* is to ensure that the latest version of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
m) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have at all times, the latest generation of virus protection software and up-to-date virus definitions.
n) The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
o) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.

p) The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
q) Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
r) The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (*The Contractor* shall ensure that a dedicated Document Controller is available for the Project)

9.4 Safety Risk Management

a) The *Contractor* must submit a safety file to TPT SHEQ department for approval after appointment.
b) The *Contractor* may not commence with Work onsite unless the safety file has been approved by TPT SHEQ.
c) The *Contractor* shall submit a Method Statement to TPT for approval with all the necessary holding points.
d) The *Contractor* shall compile a risk assessment before executing any work. The assessment must be shared with the *Project Manager's* or assigned person onsite who is monitoring the construction activities.
e) The *Contractor* shall comply with the following HAS specifications and standards:

i. Annexure E: Health and Safety Project Specification TRN-IMS-GRP-GDL-014.3;
ii. Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
iii. Transnet health and safety policies and procedures;
National Road Traffic Act.

f) The *Contractor* ensures that its *Subcontractors* comply with the above-mentioned requirements.
g) 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.
h) The *Contractor* makes the HAS specification available to its employees and *subcontractors* in the language of this contract and other local languages as required.
i) 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*.
j) 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 E (Health and Safety Project Specification TRN-IMS-GRP-GDL-014.3.
k) 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 E (Health and Safety Specification TRN-IMS-GRP-GDL-014.3)
l) 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 *sub-Contractors*) have been completed.
m) 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:
n) Annexure E (Health and Safety project Specification TRN-IMS-GRP-GDL-014.3).

o) 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.
p) All employees of the *Contractors* will undergo entry medicals at the *Contractor's* cost before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing.
q) Trainings as stipulated in the HS project specification will be conducted by relevant *Contractors* employees at the *Contractor's* cost before the commencement of the project
r) 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.
s) Transportation of employees will not be allowed at the back of bakkies.
t) All permit costs required for any activities relating to the project shall be for the *Contractors* account.
u) 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 *Contracto*r 14 working days post award of tender for approval by the *Employer* or *Employers Representative* before site access can be granted. In addition, 14 working days should be allowed for health and safety file to be approved by the *Employer's* HS Staff as well as TPT SHEQ Department. The *Contractor* must allow for this in their scheduling.

9.5 Environmental constraints and management

9.5.1 General

a) 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, the accepted environmental good practice inclusive of *Contractor* Environment and Sustainability Specification Guideline Annexure D (TRN-IMS-GRP-GDL 014.4).
b) The *Contractor* Environment and Sustainability Specification Guideline 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 *Contractor* Environment and Sustainability Specification Guideline requirements shall be applicable to the main *Contractor* and all its service providers.
c) The *Contractor* must sign the declaration of understanding as a commitment to abide with the *Contractor* Environment and Sustainability Specification Guideline. A sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
d) 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 Contractor Environment and Sustainability Specification Guideline.
e) The *Contractor* must appoint a suitably qualified Environmental Officer with a relevant environmental qualification and environmental management experience.

9.6 Environmental Obligation

a) The overarching obligations of the *Contractor* in terms of the Contractor Environment and Sustainability Specification Guideline 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 *Contractor* Environment and Sustainability Specification Guideline are achieved.

b) 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. 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.

c) The *Contractor* must take note of various environmental monitoring requirements during construction, as specified by the *Contractor* Environment and Sustainability Specification Guideline, and must make adequate allowance for undertaking specified monitoring.

d) The *Contractor* must appoint a waste removal Service Providers as per the TPT list of waste removal Service Providers (to be provided after contract award).

e) The *Contractor* shall be responsible for rehabilitation/reinstatement and cleaning all areas to the satisfaction of the *Employer's* Environmental Officer or Construction Manager as detailed in the *Contractor* Environment and Sustainability Specification Guideline.

9.7 Quality Management (Assurance Requirements)

a) The *Contractor* shall execute the works in accordance with the project specification "General Quality Requirements for Contractors and Suppliers" - QAL-STD-0001 Rev0 included in Annexure G of the Works Information.

The *Contractor* shall submit his Quality Assurance (QA) proposal(s) for the contract. 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, Installation/Erection and Commissioning. Additionally, the *Contractor* shall include 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.

b) The Quality Policy is a concise document, approved by the *Contractor's* executive management that defines organisational goals and objectives regarding 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 stabling, communicating, and monitoring performance against agreed quality objectives.

c) The *Contractor* shall submit a Project Quality Plan (PQP), which shall also contain specific proposals and details regarding Quality Control for the works. The PQP includes *Contractor's* statement that outlines strategy, methodology, resources allocation and details about quality control for the works.

d) 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. Where the *Contractor* intends to employ any third-party organisations to execute quality related activities on his behalf, such intentions shall be stipulated in the PQP.

e) The *Contractor* shall provide a full-time resident quality manager for all aspects of the works including Site activities, with a staff adequate to perform the requirements of his quality plan and quality management system.

f) The nominated individual shall be fully conversant with quality management on major construction projects and the maintenance of an appropriate ISO 9001 Quality Management System.

g) The *Contractor* shall submit the CV of his quality manager for the *Project Manager's* review and approval with a complete proposed organogram clearly indicating reporting levels and the number of resources dedicated to quality assurance and quality control.

h) The *Contractor* shall have, maintain, and demonstrate its use to the *Project Manager* and/or the Supervisor to satisfy the requirements of paragraphs 4.4, 4.5, 5.2.1 and 5.2.8, as appropriate, of the documented Quality Management System to be used in the performance of the works. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

i) 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:
   - Project Quality Plan for the contract.
   - Quality Policy.
   - Index of Procedures to be used; and
   - a schedule of internal and external audits during the contract

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

k) The *Project Manager* indicates those documents required to be submitted either 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 with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor.*

l) The requirements for a PQP are detailed in the project standard QAL-STD-0001 Rev0 and shall include but not be limited to the following:
   - 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
   - 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
   - Include a list of all proposed method statements (for Site based work activities)
   - Include a description of the Supplier/Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management / coordination of QA / QC activities both within the main Contractor's organisation and that of his Sub-Contractors and Suppliers
   - Include a listing of all pre- approved Quality Control Plans (QCP's), Quality Inspection Test Plans (QITPs) and associated Field Inspection Checklists (FIC's), as applicable

- Identify in the Project Quality Plan any Sub-Supplier/Sub-Contractor work. Sub-Supplier/Sub-Contractor plans shall be approved by the Supplier/Contractor, and a copy forwarded to the *Project Manager*
- Include the proposed Authorised Inspection Authority (where applicable - for pressurised equipment and systems)
- Include a schedule of proposed quality records (Data Book Index) which will form the permanent record of conformance to requirements.

- The index of procedures shall contain a list of the *Contractor's* quality management system procedures to be applied during the project including any relevant work 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 Sub-Contractors.

A schedule of internal and external audits during the contract means a schedule provided by the *Contractor* detailing the location, frequency, and extent of internal and external quality system audits to be carried out on during the contract period. The schedule shall include all locations including construction Site and supplier/service providers.

9.8 Programming Constraints

a) The *Contractor* submits a program within 2 weeks of the date on which he was notified of having been awarded the contract/order.

b) The *Contractor's* Programs is evaluated by the *Project Manager* to assess the *Contractor's* ability to plan his portion of the project to the extent necessary for the high degree of mutual co-ordination demanded by the Project.

c) The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

d) The *Contractor's* programme shall correspond with the *Employer's* objectives of the *Employer's* Works Information.

e) The *Contractor's* programme shall correspond with the stipulations included in the *Employer's* Works Information, which details the minimum construction constraints to be considered in providing the Works.

f) The *Contractor's* programme shall comply with the stipulations included in the *Employer's* Works Information, which details the minimum Environmental Management constraints as imposed on the provision of the Works.

g) The *Contractor's* programme shall comply with the stipulations included in the *Employer's* Works Information, which details the minimum Health & Safety constraints as imposed on the provision of the Works.

h) The *Contractor's* programme shall comply with the stipulations included in the *Employer's* Works Information, which details the minimum Quality Assurance constraints as imposed on the provision of the Works.

i) The *Contractor's* programme shall include any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined in the

Employer's Works Information.

j) The *Contractor's* shall comply with the provisions of NEC ECC Clauses 25.1, 27.1 and 27.2 among others, when providing occupations to the Working Areas to allow for works which will be undertaken by Others.

k) Key Dates are detailed in the relevant section(s) of the Works Information will be in accordance with the dates stipulated within Contract Data Part One; pending approval of Project Manager and subject to the requirements as stipulated in NEC ECC Clause 25.3.

l) The *Contractor* is required to comply with the *Employer's* stipulations regarding all required approvals, permissions, licences and permits, prior to commencing works and or specific activities.

m) The *Contractor* construction WBS shall correspond with the client's Pricing Data. As a minimum shall include but not be limited to the following WBS Elements:

n) Procurement and delivery of all long lead items necessary to provide the Works in line with the stipulations of the *Employer's* Works Information.

o) Long lead items include but are not limited to; plant, equipment, materials and any other resources, as required to provide both temporary and permanent works.

p) Procedure for *Contractor* design submission and approval any portion of the works and/or plant and equipment as stipulated in the Works Information in accordance with stipulations for submission, acceptance and approval as stipulated in the Works Information; including any other additional design requirements and or alterations in existing design which may stem from the aforementioned.

q) Correction of Defects, testing and commissioning, as-built, hand-over and close-out procedures in accordance the Works Information.

r) All Trades & Headings from the Bill of Quantities or Activity Schedules are to be captured in the WBS.

s) The *Contractor* uses Primavera P6 for his programme submissions or similarly approved that is fully compatible with prior written approval from the *Employer*. In the event that the *Contractor* will be using earlier or later/more recent versions of the software, the onus is on the *Contractor* to ensure that a conversion is done in order for Primavera P6 XML file (soft copy) submissions to be compatible with Primavera P6 version 21.

t) The *Contractor* shows on each programme he submits to the P*roject Manager*, the requirements of the [CEMP, SES, PES and SMP] as described under the relevant sections of the Works Information, together with the associated environmental method statements.

u) The *Contractor* ensures his programme complies with industry best practices and project management methodologies.

v) The *Contractor* will make use and comply to a 14-Point Assessment Metrics as a benchmark to check programme quality and health metrics. The metrics used is aligned to the DCMA 14-Point Assessment Metrics. Programmes are to pass with a minimum of 75% to be considered acceptable. The following metrics will apply.

Table 12: Programme Quality metrics

Ref #	Schedule Quality Metric	Target	Explanation
1	**Logic (logic missing)**	<5%	A core schedule quality check. In theory, all activities should have at least one predecessor and one successor associated with it. Failure to do so will impact the quality of results derived from a time
			analysis as well as a risk analysis. Note that links will need to be independently verified to ensure they make sense.
2	**Leads**	0%	Any task that has a lead (negative lag) in its predecessor
3	**Lags**	<5%	Any task that has a lag in its predecessor
4	**Finish to Start (FS) relationships**	>90%	Any relationship type that is Finish-to-Start
5	**Hard Constraints**	<5%	An incomplete task that has any type of constraint
6	**High Float**	<5%	An incomplete task with float greater than 44 working days
7	**Negative Float**	0%	An incomplete task with float less than 0 working days
8	**High Duration**	<5%	Any incomplete task that has a duration greater than 44 working days (2 Months) **calendar dependant*
9	**Invalid Dates**	0%	Any task that has a forecast start/finish date prior to the project schedule status date or an actual start/finish date beyond the project schedule status date
10	**Resources**	100%	Any incomplete task that has resources (quantity/hours/currency) assigned
11	**Missed Tasks**	<5%	Tasks that are supposed to have been completed (prior to the status date) with actual or forecast finishes after the baseline date OR have finished variances >0
12	**Critical Path Test**	Pass	A delay test activity is inserted into the CPM schedule in order to test if the critical path behaves as it should. This results in a pass or fail.

13	**Critical Path Length Index (CPLI)**	> 0.95	The Critical Path Length Index (CPLI) is a measure of the relative efficiency required to complete a milestone on time, or how close a critical path is to the project target completion date.
14	**Baseline Execution Index (BEI)**	> 0.95	An indication of the efficiency with which actual work has been accomplished when measured against the baseline. The more activities that are completed either on time or ahead of the baseline schedule will reflect a BEI of 1 or more. Conversely, a BEI of less than 1 reflects less than forecasted schedule execution.
	Overall	**> 75%**	**11 out of 14 metrics passed**

w) The *Employer* (including the agents of the Employer) operates on Site during dates or timings when the Contractor has completed certain elements of the Works.
x) Others operate on Site during dates or timings when the *Contractor* has completed certain elements of the Works.
y) The *Contractor* first accepted programme may be agreed during the pre- contract negotiation period, and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date).
z) The Contractor complies with the Employer's programme, if provided, when he
aa) submits his first programme.
bb) The *Contractor* shows on his Accepted Programme and all subsequently revised programmes the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
cc) The *Contractor* presents all programme submissions including but not limited to his tender programme, first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project schedule – decomposed to appropriate levels of detail in order to accurately substantiate activity duration estimates.
dd) The *Contractor* shows on his Accepted Programme and all subsequently revised programmes showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
ee) The *Contractor* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours under C3.1 *Employer's* Works Information.
ff) Each programme submitted by the Contractor to the Project Manager, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources).
gg) The *Contractor* shows on each programme he submits to the Project Manager, the requirements as listed in the NEC3, ECC, Clause 31.2.
hh) The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set–up meetings held during the pre-contract negotiation period and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date); to agree and set-up - including but not limited to - the first schedule for acceptance; methodology for calculation of physical progress percentage for the project, monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.

ii) The *Contractor* shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor, including a spreadsheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.

jj) The *Contractor* programme shows the following levels:

i. *Level 1* Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
ii. *Level 2* Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
iii. *Level 3* Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The Employer notifies any subsequent layouts and corresponding filters on revised programmes. Activities at this level should not be longer than one update cycle unless exceptional circumstances exits justifying longer durations.
iv. *Level 4* Project Schedule – detailed discipline/speciality level schedule decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
v. The *Contractor* submits progress updated programmes to the *Project Manager* at least 1 (one) full working day prior to progress meetings at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
vi. The following submission cycle will apply –

Table 13: Programme Submission Cycle

Item	Programme/Report	Due
1.	first programme for acceptance	Latest 2 weeks after award
2.	Fortnightly progress updated programme & project progress report	Fortnightly, 1 (one) full day prior to progress meetings. Note: Where fortnightly and monthly reports and updates clashes/aligns in cycle only the monthly report will take precedence.
3.	monthly progress updated programme & project progress report	Monthly, submitted a week before the last Friday of each month
4.	revised programmes (for acceptance)	Any time as requested by *Employer* and/or anytime material changes to the scope justifies a need and supported by the *Employer* or at the intervals as indicated in the Contract Data

5.	Occupation programme &/or tracking sheets	Daily, issued after morning work planning meetings, for the duration of each occupation period.

kk) A Basis of Programme/Schedule document is provided with each revised programme submission which will define in writing how the programme was developed at the point in time with a focus on detailing changes in future iterations, The key objective of the document is to document the detailed assumptions, exclusions and/or qualifications known at the time that the programme was developed, it will include topics but is not limited to them:

Table 14: Basis of Programme Index

INDEX
1. Executive Summary
1.1. Purpose of this Document
1.2. Overall Schedule Information
1.2.1. Schedule Version
1.2.2. Software Used
1.2.3. Work Breakdown Structure
1.2.4. Milestone Summary
1.3. Analysis of the Critical Path and Near-Critical Paths
1.4. Analysis of Risks
1.5. Key Assumptions, Allowances, and Exclusions
2. Current Project Status
2.1. Overview
2.2. Milestone Status
2.3. Permitting Status
2.4. Engineering Status
2.5. Procurement Status
2.6. Construction Status
2.7. Commissioning and Start-up
2.8. Tie-in Status
2.9. Change Request Status
2.10. Risk Register Status
3. Basis of Schedule
3.1. General Issues
3.1.1. Owner Reviews and Approvals

3.1.2. Basis of Durations
3.1.3. Use of Constraints
3.1.4. Float Utilization
3.1.5. Schedule Calculation Mode (Retained logic vs progress override)
3.1.6. Roll-up of detail
3.1.7. Resource Loading and Equipment Utilization
3.2. Engineering Basis
3.2.1. Assumptions and allowances
3.2.2. Exclusions
3.2.3. Basis of Durations
3.3. Procurement Basis
3.3.1. Long Lead Items
3.3.1. Assumptions and allowances
3.3.2. Exclusions
3.3.3. Basis of Durations
3.4. Fabrication Basis (if applicable)
3.4.1. Assumptions and allowances
3.4.2. Exclusions
3.4.3. Basis of Durations
3.5. Transportation Basis (if applicable)
3.5.1. Bulk Materials and Equipment
3.5.2. Customs Clearance
3.5.3. Assumptions and allowances
3.5.4. Exclusions
3.5.5. Basis of Durations
3.6. Construction Basis
3.6.1. Camp Facility Analysis
3.6.2. Heavy Lifts
3.6.3. Scaffolding
3.6.4. Assumptions and allowances
3.6.5. Exclusions
3.6.6. Basis of Durations
3.7. Project Calendars
3.7.1. Work Calendars

3.7.2. Holidays
3.7.3. Inclement Weather Calendars
3.7.4. Assumptions and allowances
3.7.5. Exclusions
3.8. Duration Contingencies
3.8.1. Assumptions and allowances
3.8.2. Exclusions
3.9. Change Request Impacts
3.9.1. Assumptions and allowances
3.9.2. Exclusions
3.10. Concerns and Other Issues
4. Risk Analysis
4.1. Approach and Methodology
4.1.1. Qualitative Risk Assessment
4.1.2. Quantitative Risk Assessment
4.2. Analysis Results and Comparisons
4.3. Assumptions and allowances
4.4. Exclusions
5. Appendices

9.9 Reporting and Monitoring

a) The *Contractor* attends meetings as included but not limited to those defined in the Employer's Works Information.
b) The *Contractor* submits programme narrative report to the *Project Manager* at fortnightly intervals as well as status/target sheets detailing planned/targeted activities and actuals at in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
c) The *Contractor* completes an assessment of all activities in progress and to completion to determine physical percentage complete, forecasted completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.
d) The *Contractor* submits the programme narrative report detailing the status and performance of operations on the site and working areas status and performance of operations outside the Working Areas, man-power histograms, plant and equipment histograms, S-curve of overall progress, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
e) The *Contractor* fortnightly project progress reports (narrative report) includes but is not limited to:

    i. Level 4 Project Schedule – decomposed to appropriate levels of detail in order to accurately substantiate activity duration estimates and showing two separates

ii. Bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

iii. Progress Spreadsheet detailing actual progress achieved (target/planned quantity versus actual quantity) on current (critical) activities for the previous week, planned progress for the current week, deviations and proposed recovery for each activity in question. A 1-week Look Ahead Spreadsheet in line with the aforementioned stipulations to be included. Priority to be given to identification of critical and near critical activities, progress and any deviations from planned performance in this regard.

iv. 3-week Look Ahead Schedule showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

v. Dependencies/Deliverables matrix detailing interim approvals and/or any other inputs/requirements from Employer/Supervisor/Project Manager/Others or any other project stakeholder in line with the activities identified in the 1 and 3- week Look Ahead Schedules.

vi. Interfacing Matrix, detailing timeous identification of any requirements for providing the Works and/or works to be executed by Others and any other Stakeholders party to this contract in line with the stipulations of the Works Information.

vii. Manpower Histogram – reflecting actual, forecasted and planned activities

viii. Plant and Equipment Histogram – reflecting actual, forecast and planned activities.

ix. S-curves – reflecting the actual physical percentage complete versus the planned physical percentage for the overall contract.

x. Identification critical activities, progress and any deviations from planned performance.

xi. Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.

f) The *Contractor's* monthly project progress report includes but is not limited to:

i. Monthly, the Contractor completes an assessment of the physical progress of all activities in progress and to completion, accordingly, calculates physical progress complete for the project overall (represented as a percentage) in line.

ii. with the methodology and resultant tools agreed in Section 2.7.3; revises and submits the updated programme for acceptance and cash flow forecast report; detailing any variances and proposes remedial actions to rectify deviations.

iii. The Contractor monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the Project Manager. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to, the following:

a. Summary of progress achieved during the reporting period.

b. Latest Accepted Programme submitted for approval.

c. Deviations from the current Accepted Programme and action plans to rectify.

d. Project milestones table – planned versus actual and forecast.

e. Status and performance of operations on the site and working areas.

f. Status and performance of operations outside working areas.

g. Cash flow forecast report.

h. Digital photographic record of the progress of the *works*

i. Manpower histograms, including a control spreadsheet detailing specific current and future over-allocation and/or conflicts in allocation of resources.

j. *Contractor* plant and equipment histograms, including a control spreadsheet detailing specific current and future over-allocation and/or conflicts in allocation of resources.

k. S-curves of overall progress

l. Critical action items list (top 10)

m. Identified Risks (top 10)

n. Earned value summary report detailing SPIt, SVt, EVt, PVt, EACt and resultant earned values. (Alternately Earned Schedule Analysis may be used)

g) Facility Breakdown Structure including asset classifications and cost coding.

The *Contractor* will develop, maintain and provide a Facility Breakdown Structure that will record all costs and details associated with the project down to assets class level that can easily be used (aligned to the *Employers* SAP data, asset classifications, coding, etc). The *Contractor* will be responsible with developing the FBS model, cost coding, obtaining approval thereof, maintaining it through monthly reporting of an Asset View Report during the course of the contract and at the time end of the *works* provide a complete an integrated facility breakdown of the assets along with their costs and details to enable accurate capitalisation of the *works* and loading of maintenance requirements and data on the *Employers* SAP system.

9.10 Staffing

a) Contractor shall ensure that suitably qualified and certified persons are allocated to tasks.
b) Contractor does not employ or bring a Sub-contractor onto the Site and/or Working Areas without the prior approval of the Project Manager.
c) Where the Contractor employs a Sub-contractor who constructs or installs part of the Works or who supplies Plant and Materials for incorporation into the Works which involves a Sub-contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-contractor complies with all the safety, risk and quality requirements as stipulated in this documents and as required by the Employer.
d) 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.
e) The *Contractor* shall submit the CV of his nominated quality representative for the *Project Manager*'s review and approval.

9.10.1 *Contractor*'s management, supervision, and key people

a) The *Contractor* shall make an adequate, experienced, and stable project team available for the duration of the contract. The *Contractor* must exercise every effort to minimise the replacement of project team members to ensure optimum contract management continuity and efficiency.
b) The *Contractor* employs full time, fully qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-Site during completion of the Works including and not limited to:

i) **Project Manager**

The Project Manager should at least have a minimum qualification of a BSc. Eng./ B.Tech./ National Diploma in Engineering and a SACPCMP registration, Pr. CPM/PMP with at least 5 years post registration experience in industrial, building, and bulk earth works construction projects. The Project Manager must have experience working in at least 3 separate projects of "Design and Build" nature and more than R50 million.

ii) **Construction Manager**

The Construction Manager should at least have a minimum qualification of a National Diploma in Engineering/Construction Management and a SACPCMP registration/Pr. CM with at least 5 years' experience post registration in industrial, building, and bulk earth works construction projects. The Construction manager must have experience working in at least 3 separate similar projects in excess of R50m component value.

iii) **Mechanical Engineer (Fire)**

The Mechanical Engineers, Fire, must at least have a minimum qualification of a National Diploma in Mechanical Engineering with a Pr registration with ECSA as a Pr Tech Eng, with at least 5 years' experience post registration in Fire Protection design and installation. The Mechanical Engineer must have experience working in at least 3 projects in similar mechanical scope and project more than R30 million.

iv) **Mechanical Engineer/Process Engineer (Dust System)**

The Mechanical Engineers/Process Engineer, Dust suppression must at least have a minimum qualification of a National Diploma in Mechanical Engineering with a Pr registration with ECSA as a Pr Tech Eng, with at least 5 years' experience post registration in Dust systems design and installation. The Engineer must have experience working in at least 3 projects in similar mechanical scope and project value of more than R30 million.

v) **Electrical Engineer**

The Electrical Engineer must at least have a minimum qualification of a National Diploma in Mechanical Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' experience post registration in MV and LV infrastructure projects. The Electrical Engineer must have experience working in at least 3 projects in similar electrical scope and project value of more than R50 million.

vi) **Civil Engineer**

The Civil Engineer must at least have a minimum qualification of a National Diploma in Civil Engineering with a professional registration with the Engineering Council of South Africa (ECSA) in either of the categories as a Professional Technologist (Pr.Tech Eng.) or Professional Engineer (Pr. Eng), with a minimum of 5 years post professional registration experience in pavement design, stormwater and bulk earth works civil projects. The Civil Engineer must have experience working in at least 3 similar civil scope and project values of more than R50 million.

vii) **Structural Engineer**

The Structural Engineer must at least have a minimum qualification of a National Diploma in Civil/Structural Engineering with a PR registration with ECSA as a Pr Tech. Eng. or Pr. Eng., with at

least 5 years post professional registration experience in heavy industrial buildings and bulk materials handling projects. The Structural Engineer must have experience working in at least 3 similar structural scopes, and project values equal to or more than R50 million.

viii) **Architect**

The Architect must at least have a miniumun qualification of a National Higher Diplma in Architecture and be registered with the South African Council for the Architectural Professional as a minimum, Pr.S.Arch.T. The Architect is to have a minimum of 5 years' post registration experience and to demonstrate experience working in at least 3 similar structural scopes, and project values of more than R50 million.

ix) **Geotechnical Engineer**

Geotechnical Engineer/ Engineering Geologist to review and take responsibility for the Geotechnical Investigation and Design Report(s). The Geotechnical Engineer to be registered with the Engineering Council of South Africa (ECSA) as a professional engineer (civil). The Engineering Geologist to have a minimum National Diploma in engineering geology and be registered at the South African Council for Natural and Scientific Professions (SACNASP) as a Pr. Sci. Nat. The Geotechnical Engineer/Engineering Geologist is to have at least 5 years post professional registration experience working in at least 3 similar structural scopes, and project values of more than R50 million.

x) **Resident Engineer/s**

The Resident Engineer/s must at least have a minimum qualification of a National Diploma in the relevant Engineering field with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' experience post registration in industrial, building, services and bulk earth works construction projects.

The Resident Engineer/s must have experience working in at least one construction project in excess of R50 million.

xi) **Planner x1**

The Planner should have at least a minimum qualification of a Diploma in one of the built environment disciplines and 5 years of experience working in industrial, building, services, and bulk earth works construction.

xii) **Quality Officer X 1**

The quality officer should have at least a minimum qualification of a Diploma in one of the built environment disciplines and a Certified qualification in quality systems with relevant quality experience in construction. At least 5 years of experience in a quality systems environment and relevant experience in industrial, building, services and bulk earth works construction.

xiii) **Environmental Officer X 1**

The Environmental Officer must be registered with SACNASP and must have a bachelor's degree in environmental management/science with a minimum of 5 years work experience in industrial, building, services and bulk earth works construction.

Proof of professional registration and qualifications must be attached and certified by a Commissioner of Oaths.

xiv) **Health & Safety Officer X 1**

Health and Safety Officers: Registered as Health and Safety Officer with SACPCMP with more than 5 years of experience in industrial, building, services and bulk earth works construction projects and have a SAMTRAC or NEBOSH or modern SHEQ risk management training course as a minimum qualification.

xv) **Quantity Surveyor x 1**

The Quantity Surveyor should at least have a minimum qualification of a National Diploma in Quantity Surveying and a SACQSP Pr.QS. registration with at least 5 years' experience post registration in industrial, building, services and bulk earth works construction projects

The Quantity Surveyor must have experience working in at least 3 separate projects, with at least 1 project in excess of R50m component value

xvi) **Document Controller X 1**

The Document controller should have at least a Higher Certificate in Office Administration and at least 5 years of experience working as a document controller in a construction environment.

The *Contractor* employs personnel listed above but not limited to those mentioned to perform the functions of key persons under NEC3 ECC Clause 24.1. These appointments shall have the necessary experience and be suitably qualified.

The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently to be stated by the *Contractor* and how such key people communicate with the Project Manager and the Supervisor and their delegates.

a) 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.

b) 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* clears 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.

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 H (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.

9.11 Training *Works*hops

a) The *Contractor* facilitates the following requirements for training *Works*hops:

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 *Supervisor*s 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 1124367-02-HS-SP-0001 to be attended by *Contractor*s identified personnel before commencement of any work.

b) 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

9.12 Contract change management

a) For ease of communication standard templates shall be used for contract change management. The *Contractor* forwards all correspondence with respect to contract change management, i.e. Early Warnings and notifications of Compensation Events, on the standard templates provided.
b) For avoidance of doubt, the following shall not be considered Compensation Events:

- Working in an operational environment
- Restricted or shared access
- Coordination with other contractors and Transnet operations
- Phased execution of the Works
- Normal construction constraints within the Site

The Contractor shall be deemed to have included for these conditions in the tendered price.

9.13 9.13 Compensation Event Clarifications

For avoidance of doubt, the following shall not be considered Compensation Events:

- Working in an operational environment
- Restricted or shared access to the Site
- Coordination with other contractors and Transnet operations
- Phased execution of the Works
- Normal construction constraints within the Site

The Contractor shall be deemed to have included for these conditions in the tendered price.

9.14 Provision of bonds and guarantees

a) The form in which a bond or guarantee required by the conditions of contract is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data.
b) 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.

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

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

i. Records of design employees location of work or professional engineers engaged by the *Contractor*
ii. Records of people and Equipment within the working areas
iii. Records of Equipment used and people employed outside the Working Areas
iv. Records of quotations, invoices and pay slips.

10 Procurement

10.1 Code of Conduct

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

   i. The Transnet Procurement Procedures Manual (PPM);
   ii. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
   iii. The Public Finance Management Act (PFMA);
   iv. Specific goals; and
   v. The Anti-Corruption Act.

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

10.2 Prohibition of bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

a) The Employer is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. Its aim is to become a world class, profitable, logistics organisation. As such, its transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.
b) The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
a) The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
b) Employees must not accept or request money or anything of value, directly or indirectly, to:
   i. Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
   ii. Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
   iii. Gain an improper advantage.

c) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer*'s employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
d) The *Employer* is firmly committed to the ideas of free and competitive enterprise.
   i. The *Contractor* is expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
   ii. The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing fronting.
e) The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.

i. Generally, *Contractor*s have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation, or other aggressive actions towards Transnet employees.

f) The *Contractor* must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

g) The *Contractor* must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

10.3 Conflicts of Interest

a) A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*. These include but are not limited to:
   i. Doing business with family members
   ii. Having a financial interest in another company in our industry

10.4 The Contractor's Invoices

a) The *Contractor* is paid by electronic bank transfer within the period stated in the Contract Data.
b) The Contractor provides the *Employer* with his correct banking information to make the transfer.
c) All payments are provisional and subject to audit.
d) When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice and statement submission.
e) Timing and procedure for submitting invoices will be presented at the kick-off meeting following the award.
f) The invoice and statement must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
g) All other procurement related issues will be handled by the Supply Chain Management (SCM) department of the Employer.

10.5 People

a) Minimum requirements of people employed on the Site include the following:
   i. Employee's medical certificate
   ii. Health and Safety induction training

b) The *Contractor* complies with Annexure H (Industrial Relations Policy and Management Plan), including the following requirements.

10.6 Contractor Liability

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

10.7 Industrial Action by Contractors Employees

a) In the event of any industrial action by the *Contractor*'s employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are, or could potentially be, interrupted by industrial action in delivering the service.
b) The *Contractor* warrants that it will compensate the *Employer* for any costs the *Employer* incurs in providing additional security to deal with any industrial action by the *Contractor*'s employees.
c) In the event of any industrial action by the *Contractor*'s employees, the *Contractor* is obliged to prepare and deliver to the *Employer*, within two (2) hours of the commencement of industrial action, an industrial action report. If the industrial action persists, the *Contractor* is required to deliver the report at 8h30 each day.
d) the industrial action report must provide at least the following information:
    i. Industrial incident report;
    ii. Attendance registers;
    iii. Productivity / progress to schedule reports;
    iv. Operational contingency plan;
    v. Site security report;
    vi. Industrial action intelligence gathered.
a) The final industrial action report is to be delivered 24 hours after finalization of the industrial action.
b) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by the *Employer* to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
c) The resolution of any disputes or industrial action by the *Contractor*'s employees is the sole responsibility of the *Contractor*.
d) Access to the *Employer*'s premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to the *Employer*.
e) Should the *Contractor* and its employees not, for any reason, be capable of delivering its services, the *Employer* is entitled to restrict or deny access onto its premises and, unless otherwise authorized, such person will be deemed to be trespassing.
f) The *Contractor* performs the works having due regard to the PIRPMP, statutory requirements and industry agreements.

g) The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractor*s engaged (including all future *Contractor*s) by the *Employer*.
h) The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the following paragraphs.
i) The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP.
j) The PIRM acts on behalf of the *Project Manager*.
k) The PIRM specific tasks are:
    i. As per Annexure H (Industrial Relations Policy and Management Plan);
    ii. To liaise with the *Contractor* prior to the commencement of construction activities, as per the *Contractor*'s programme accepted by the *Project Manager*, with respect to IR issues;
    iii. Responsible, inter alia, for day-to-day IR on the Site through the implementation of the PIRPMP;
    iv. The PIRM reports directly to the *Project Manager*.

10.8 Contractor Skills Development Goal (CSDG)

a) The *contractor* shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, as per the latest published Gazetted Notice.
b) The *contractor* shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.5%) factor.

11 Plant and Materials

a) 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*.
b) 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* on each occasion where replacement is required.

12 Subcontracting

a) Where the *Contractor* employs a *subcontractor* who constructs or installs part of the works or who supplies plant and materials for incorporation into the works which involves a *subcontractor* operating on the Site, then the *Contractor* ensures that any such *subcontractor* complies with the Contractor Environmental and Sustainability Specification Guidelines as well as Contractor Health and Safety Specification Guidelines as described in the Works Information, as appropriate. The subcontract documentation shall place back-to-back obligations on the *subcontractor*, which reflect

the *Contractor*'s obligations under the *Contractor* Environmental and Sustainability Specification Guidelines, all within the *Contractor*'s quality management system, as per the Works Information.

b) Where the *Contractor* employs a *subcontractor* who constructs or installs part of the works, or who supplies plant and materials for incorporation into the works which involves a *subcontractor* operating on the Site and/or working areas, then the *Contractor* ensures that any such *subcontractor* complies with the PIRPMP as appropriate and that the subcontract documentation places back-to-back obligations on the *subcontractor* which reflect the *Contractor*'s obligations under the PIRPMP, all within the *Contractor*'s quality management system as per the Works Information.

13 LIST OF ANNEXURES

13.1 Annexure A: Concept Drawings

13.2 Annexure B: Topographical Survey

13.3 Annexure C: Geotechnical Survey

13.4 Annexure C: Employer Specific Specifications

13.5 Annexure D: Contractor Documentation Submittal Requirements: DOC-STD-0001

13.6 Annexure E: Health and Safety Specification: TRN-IMS-GRP-GDL-014.3

13.7 Annexure F: Contractor Environment and Sustainability Specification Guideline: TRN-IMS-GRP-GDL 014.4

13.8 Annexure G: General Quality Requirements for Contractors and Suppliers

13.9 Annexure H: Industrial Relations Policy and Management Plan ACM-IR-POL-001