

## **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR PROPOSAL (RFP)**

**FOR THE: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH  
CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING  
AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE  
OFF SUPPLY**

<b>RFP NUMBER</b>	<b>: TPT/2022/05/105/RFP</b>
<b>ISSUE DATE</b>	<b>: 14 MARCH 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 3 APRIL 2024</b>
<b>COMPULSORY SITE VISIT</b>	<b>: 5 APRIL 2024</b>
<b>CLOSING DATE</b>	<b>: 19 APRIL 2024</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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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].

<b>DESCRIPTION</b>	<b>REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>An initial Compulsory Tender Clarification Meeting will be conducted via <b>Microsoft Teams</b> on <b>Wednesday the 3<sup>rd</sup> of April 2024</b>, at <b>10:00am</b> [10 O'clock] for a period of ± 2 (two) hours.</p> <p>The initial Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of individuals arriving late. Should the Tenderers wish to participate in the initial tender compulsory briefing session, the Tenderers may access the Compulsory Briefing Session using the links below:</p> <p><b><u>Microsoft Teams meeting</u></b></p> <p><b>Join on your computer, mobile app or room device</b>  <a href="#">Click here to join the meeting</a>        Meeting ID: 333 873 962 828        Passcode: 6PQvmE  <a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Join with a video conferencing device</b>        teams@transnet.onpexip.com        Video Conference ID: 126 683 277 8  <a href="#">Alternate VTC instructions</a></p>
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TRANSNET PORT TERMINALS  
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 TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

**Or call in (audio only)**

[+27 21 835 5059,,838978172#](tel:+27218355059838978172) South Africa, Cape Town

Phone Conference ID: 838 978 172#

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<http://intranet.inter.transnet.local/Videos/General/Transnet%20Recovery%20Plan/VID-20231214-WA0000?Web=1>

Subsequent compulsory site meeting will be held in Port Elizabeth Container Terminal as per the details on the tables below:

Location	Date & Time
Port Elizabeth Container Terminal, Straddle Carrier Workshop, Greenstreet, Port Elizabeth, 6001	<b>5 April 2024</b> – 10h00 am

**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.

Tenderers to provide own transportation and accommodation. The Compulsory Site Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

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 tender briefing.

**Tenderers are required to bring this Returnable Schedule T2.2-01a and T2.2-01b 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.**

<b>CLOSING DATE</b>	<p><b>10:00am on Friday, 19 April 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>
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## 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 timeously 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 T2.2-20], [**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](mailto: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](http://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.

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

	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:	Sourcing Specialist
	Name:	Nomvuselelo Mabuyakhulu
	Address:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban 4001
	Tel No.	072 735 1899
	E – mail	Nomvuselelo.Mabuyakhulu@transnet.net

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

**1. Stage 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

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

**2.1 Stage Two - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **6EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and



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3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 6EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations  
The tenderer shall provide a certified copy of its signed joint venture agreement.

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

## **2.2 Stage Three - Eligibility in terms of ECSA Certification for the Electrical and Mechanical Engineer/Technologist:**

- a) The tenderer to provide ECSA Certification for the Electrical Engineer/Technologist and Mechanical Engineer/Technologist.

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

## **3. Stage Four - 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 70 points.

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

***Any tenderer that fails to meet the stipulated pre-qualifying criteria 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.

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

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> <li>▪ Name of Tenderer: <b>(insert company name)</b></li> <li>▪ Contact person and details: <b>(insert details)</b></li> <li>▪ The Tender Number: TPT/2022/05/105/RFP</li> <li>▪ The Tender Description: Refurbishment of Substation 102 at the Port of Port Elizabeth Container Terminal of Transnet SOC Ltd (reg.no.1990/000900/30) operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply.</li> </ul>
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Documents must be marked for the attention of:

***Employer's Agent:***

**Nomvuselelo Mabuyakhulu**

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 **19<sup>th</sup> April 2024**  
 Location: The Transnet e-Tender Submission Portal:  
<https://transnetetenders.azurewebsites.net>

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks** 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. A valid CIDB certificate in the correct designated grading;



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4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>These Criteria must be read in conjunction with returnable T2.2-02(a)-(b). The tenderer shall indicate compliance by indicating YES/NO and attach evidence.</b>			
		Yes/ No	
<b>T2.2-02 (a) – (b) Eligibility Criteria</b>  <b>NB: The Tenderers are to provide evidence to compliance.</b>	a) Tenderer to have a CIDB grading of 6EP or higher. Attach a copy of CIDB grading certificate.		
	b) Tenderer to provide ESCA Certification for the Electrical Engineer/ Technologist and Mechanical Engineer/ Technologist who will be responsible for the final signoff and must be ECSA registered as a Professional Engineers (must be verifiable on the ECSA website).		

<p><b>This Criteria must be read in conjunction with returnable T2.2-03. Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:</b></p>			
<p><b>T2.2-03 Quality Management</b></p> <p>The tenderers must sufficiently demonstrate the approach/ methodology that will be employed to cover the scope of the project</p>	<p>Project Specific Quality Management Plan for the contract specifically produced for this scope of works as per EEAM project specification (Please refer to Annexure G for specification). EEAM-Q-009 Quality Management System.</p>	2	<p><b>10</b></p>
	<p>Project Specific Quality Data book Index</p>	2	
	<p>Procedures and Method statements to be used</p>	2	
	<p>Valid ISO 9001 Certificate or an equivalent standard.</p>	2	
	<p>Project specific Quality Control Plan</p>	2	
<p><b>This Criteria must be read in conjunction with returnable T2.2-04. The tenderer shall provide the proposed programme (Primavera or Ms. Project), at a minimum Level 3.</b></p>			
<p><b>T2.2-04 Programme</b></p> <p>The Tenderer details the programme for evaluation and attaches it to this schedule.</p>	<p>Meet the required timeframes: Ability to provide the services in terms of the Employer’s requirements within the required timeframe as stated in the Works Information and Tender Data by indicating, in a logical sequence, the order, the timing, and the duration of the works that will take place in order to Provide the Works.</p>	8	



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	<p>Programme Information:</p> <p>The <i>Contractor</i> clearly indicates in the schedule all milestones, activities &amp; information related to the following: Float, Time Risk Allowances, Health and safety requirements, Procedures set out in this contract, Work by the <i>Employer</i> and Others, Access to a part of the site if later than its <i>access date</i>, Acceptances. Plant &amp; Materials and other things to be provided by the employer, Information by Others, <i>Starting date</i>, <i>access dates</i>, Key Dates and Completion Date, Planned Completion for each Key Date for each option and the complete works, how each activity on the Activity Schedule relates to the operations on each programme.</p>	2	<b>10</b>
<p><b>This Criteria must be read in conjunction with returnable T2.2-05. Tenderers are required to demonstrate their past experience in the delivery of similar refurbishment projects executed in the past five years with a list indicating each project value and contact details of client reference.</b></p>			
<p><b>T2.2-05 Previous Experience</b></p> <p>Tenderers are required to demonstrate Previous Experience in carrying out Substation MV/LV switchgear installations HVAC, fire detection and protection systems.</p>	<p>Tenderers to provide letters of reference, to be traceable and contactable to allow verification of track record provided. Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value). Tenderers to provide completion certificates for all the submitted references.</p>	25	<b>25</b>

<p><b>This Criteria must be read in conjunction with returnable T2.2-06. The Tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project in a method statement</b></p>			
<p><b>T2.2-06 Method Statement</b></p> <p>The Tenderer must submit a method statement which responds to the scope of work and outlines construction methodology including that relating to the programme, quality, health, safety, risk, environment, and an understanding of the project objectives.</p>	<p>The method of statement must respond to the scope of work and outline the proposed methodology including that relating to the programme, quality, health, safety and environmental considerations.</p>	6	20
	<p>The method of construction/ refurbishment and commissioning process. Tenderer to narratively demonstrate the approach to site establishment, pre-construction activities and meetings, interfaces with other disciplines including the client, construction logistics, commissioning procedures and handover.</p>	8	
	<p>The tenderer must explain his/her understanding of objectives of the assignment and the Employers stated and implied requirements.</p>	6	
<p><b>This Criteria must be read in conjunction with returnable T2.2-07. The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services.</b></p>			
<p><b>T2.2-07 Management and CV's of Key Personnel</b></p> <p>The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required</p>	<p>Project Manager/ Lead (Pr.CPM/PMP)</p> <p>The Project Manager must at least have a minimum NQF 7 certificate in Engineering &amp; Built Environment from a higher learning institute with a minimum 5 years experience in similar relevant projects, post professional registration Pr.CPM or PMP with SACPCMP or PMI</p>	5	
	<p>Construction Manager</p> <p>The Construction Manager or Site Agent must at least have a</p>		

services	minimum NQF 7 certificate in Electrical Engineering with a PR registration with ECSA/ Pr.CM with SACPCMP, with at least 5 years' working experience in similar relevant projects post professional registration PR with ECSA or Pr.CM with SACPCMP	5	<b>25</b>
	Mechanical Engineer (Pr. Eng/Pr. Tech) The Mechanical Engineer must at least have a minimum qualification of a B Tech in Electrical Engineering with a PR registration with ECSA, with at least 7 to 8 years' working experience in similar relevant projects	5	
	Protection Engineer/Specialist (Pr. Eng/Pr. Tech) The Protection Engineer must at least have a minimum qualification of a B Tech in Electrical Engineering with a PR registration with ECSA, with at least 7 to 8 years' working experience in similar relevant projects	5	
	Installation Electrician (Wiremans Licence) The Protection Engineer must at least have a minimum qualification of a B Tech in Electrical Engineering with a PR registration with ECSA, with at least 7 to 8 years' working experience in similar relevant projects	5	
<b>This Criteria must be read in conjunction with returnable T2.2-08. The Tenderer must provide their Contract specific health and safety plan addressing the requirements of TPT health and safety specification</b>			
<b>T2.2-08 Health &amp; Safety</b>  The Tenderer must	Health and Safety Company Policy signed by the accounting officer and dated (OHS Act, 16.2 appointee)	1	

provide their Contract specific health and safety plan addressing the requirements of TPT health and safety specification	Roles & Responsibility: S16.2 Assistant CEO; Construction Health and Safety officer; Works Supervisor; Risk Assessor; First Aider (trained level 1)	2	<b>10</b>
	List of key responsible persons (job categories) for the project and health and safety competencies required per category (Training matrix)	1	
	Overview of the tenderer's Risk Assessment methodology, and submission of project specific risk assessments indicating major activities of the project to be undertaken.	2	
	Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence	1	
	Submission of completed cost breakdown sheet	1	
	Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.	2	
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-02a Eligibility Criteria - CIDB Registration
- T2.2-02b Eligibility Criteria - ECSA Certification/ Registration
- T2.2-03 Quality Management
- T2.2-04 Programme
- T2.2-05 Previous Experience
- T2.2-06 Method Statement
- T2.2-07 Management & CVs of Key Persons

- T2.2-08 Health and Safety Requirements

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	70

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

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.



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<b>Selected Specific Goal</b>	<b>Number of points allocated (80/20)</b>
B-BBEE Level 1 and 2	5
EME and QSE 51% BO	5
Local content and production	5
Black Owned Entities (51% BO)	5

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

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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.

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

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## T 1.3 Standard Conditions of Tender

### T.1 General

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX

#### T.1.1 Actions

The *Employer* and each Tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in T.2 and T.3, timely and with integrity, and behave equitably, honestly and transparently.

#### T.1.2 Tender Documents

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

#### T.1.3 Interpretations

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the Mandatory returnable documents are deemed to be part of these Conditions of Tender.

T.1.3.2 These Conditions of Tender, the tender data and those tender schedules which are only required for tender evaluation purposes (as detailed in schedule T1.2 - T3.11.3), shall not form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these Conditions, the following definitions apply:

- a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the *Employer* or his staff or agents in the tender process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the *Employer*, including collusive practices intended to establish prices at artificial levels
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### T.1.4 Communication and *Employer's* agent

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

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T.1.5 The *Employer's* right to accept or reject any tender offer

The *Employer* may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The *Employer* shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

T.2 Tenderer's obligations

T.2.1 Eligibility

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

T.2.2 Cost of tendering

Accept that the *Employer* will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

T.2.3 Check documents

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

T.2.4 Confidentiality and copyright of documents

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

T.2.5 Reference documents

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

T.2.6 Acknowledge addenda

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

T.2.7 Compulsory Briefing Session

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

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## T.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the *Employer* at least ten working days before the closing time stated in the tender data.

## T.2.9 Insurance

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

## T.2.10 Pricing the tender offer

T.2.10.1 Include all duties, taxes (except South African Value Added Tax (VAT)), and other levies payable by the successful tenderer in the rates, prices, and the tendered total of the prices. All duties, taxes and levies that are applicable 14 days before the closing time as stated in the tender data, to be included in the prices.

T.2.10.2 Show VAT payable by the *Employer* separately as an addition to the tendered total of the prices.

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

T.2.10.4 State the rates and prices in South African Rand (ZAR) unless instructed otherwise in the tender data.

T.2.10.5 The delivery place for the Works is as per Part 3 Scope of works in South Africa

T.2.10.6 The *Contractor* shall be responsible for all costs for the transportation of the Works from place of manufacture to the *Employer's* nominated place of delivery in South Africa, including the clearance of the Works through South African Customs, payment of Customs VAT, local testing and onward delivery to Transnet's nominated destination, which costs (excluding the payment of Customs VAT) shall be separately identified in its Tax Invoices henceforth. The *Contractor* will endeavour to reduce exposure to liability for Duty on importation of the works and where not, to capture same. The Inco Term Required is (DDP Incoterms 2010).

## T.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the *Employer*, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## T.2.12 Alternative tender offers

T.2.12.1 Submit alternative tender offers only if a main tender offer is also submitted, strictly in accordance with all the requirements of the tender documents. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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- T.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the *Employer*.
- T.2.13 Submitting a tender offer
- T.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- T.2.13.2 Return all mandatory returnable documents to the *Employer* after completing them in their entirety.
- T.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the *Employer*.
- T.2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and in the minimum issued format required, will be regarded by the *Employer* as non-responsive.
- T.2.15 Closing date and time
- T.2.15.1 Ensure that the *Employer* receives the tender offer at the location specified in the tender data not later than the closing time stated in the tender data. The *Employer* shall not accept tender offers submitted by telegraph, facsimile, e-mail or tenders submitted by post.
- T.2.15.2 Accept that, if the *Employer* extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- T.2.16 Tender offer validity
- T.2.16.1 Hold the tender offer(s) valid for acceptance by the *Employer* at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- T.2.16.2 If requested by the *Employer*, consider extending the validity period stated in the tender data for an agreed additional period.
- T.2.17 Clarification of tender offer after submission
- Provide clarification of a tender offer in response to a request to do so from the *Employer* during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position or substance of the tender offer is sought, offered, or permitted during this stage of the tender process. The total of the prices stated by the tenderer shall be binding upon the tenderer.
- Note: Sub-clause T.2.17 does not preclude the negotiation of price and the final terms of the contract during the post tender negotiation, should the *Employer* elect to do so.
- T.2.18.2 Dispose of samples of materials provided for evaluation by the *Employer*, where required.

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- T.2.19 Inspections, tests and analysis
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- T.2.20 Submit securities, bonds, policies, etc.
- If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- T.2.21 Check final draft
- Check the final draft of the contract provided by the *Employer* within the time available for the *Employer* to issue the contract.
- T.2.23 Certificates
- Include in the tender submission or provide the *Employer* with any certificates as stated in the tender data.
- T.3 The *Employer's* undertakings
- T.3.1 Respond to clarification
- Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- T.3.2 Issue Addenda
- If necessary, issue addenda that may amend or amplify the tender documents to each during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the *Employer* may grant such extension and, shall then notify all tenderers who drew documents.
- T.3.4 Non-disclosure
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- T.3.5 Test for responsiveness
- T.3.5.1 The *Employer* will determine before detailed evaluation, whether each tender offer is properly received, namely:
- meets the laid-down grounds for eligibility;
  - complies with the requirements of these Conditions of Tender;
  - has been properly and fully completed and signed; and
  - is responsive to all other requirements of the tender documents, including the return of all Mandatory returnable Schedules and documentation, as specified.

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- T.3.5.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the *Employer's* opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) change the *Employer's* or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- T.3.5.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- T.3.6 Arithmetical errors
- T.3.6.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
  - b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- T.3.7 Clarification of a tender offer
- Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
- T.3.8 Principles for Awarding Business
- As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and the *Employer*, which contract will include such terms and conditions as the *Employer's* management and Acquisitions Council may require or prescribe.
- T.3.9 Insurance provided by the *Employer*
- If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the *Employer* to provide.
- T.3.10 Acceptance of tender offer
- T.3.10.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender data

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- T.3.10.2 Notify the successful tenderer of the *Employer's* acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the *Employer* and the successful tenderer as described in the form of offer and acceptance.
- T.3.10.3 The *Employer* reserves the right to conduct post-tender negotiations.
- T.3.11 Notice to unsuccessful Tenderers
- After the successful tenderer has acknowledged the *Employer's* notice of acceptance, notify other tenderers that their tender offers have not been accepted.
- T.3.12 Prepare contract documents
- If necessary, revise documents that shall form part of the contract and that were issued by the *Employer* as part of the tender documents to take account of:
- addenda issued during the tender period,
  - inclusion of some of the mandatory returnable documents,
  - other revisions agreed between the *Employer* and the successful tenderer, and
  - the schedule of deviations attached to the form of offer and acceptance, if any.
- T.3.13 Issue final contract
- Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the *Employer's* signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the *Employer*, shall be included.
- T.3.14 Complete adjudicator's contract
- Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- T.3.15 Provide copies of the contracts
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- T.3.16 Disclaimers
- a) The *Employer* reserves the right to request audited financial statements for the purposes of the due diligence exercise.
  - b) The *Employer* reserves the right to accept the whole or any part of a tender
  - c) Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
  - d) The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf.

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- e) The *Employer* reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to the *Employer* to do so.
- f) The *Employer* reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitions Council.
- g) 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 without assigning any reason therefor.
- h) The *Employer* will not reimburse any Tenderer for any preparatory costs, travelling and/or accommodation costs, or for other work performed in connection with the Tender, whether the Tenderer is awarded any business arising out of the Tender, or not.
- i) The successful tenderer will be subject to the conclusion of a final NEC 3 Engineering and Construction Contract.
- j) Tenderers must note that the *Employer* is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to the *Employer's* rights elsewhere contained herein, and in addition thereto, the *Employer* may accordingly in its sole and unfettered discretion:
  - k) change all services stipulated for in the Tender and re-issue the Tender in an amended form;
  - l) reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
  - m) disqualify late Tenders received after the stated submission deadline;
  - n) not necessarily accept the lowest priced Tender;
  - o) award a contract in connection with this Tender at any time to any person(s) or company;
  - p) make no award of business; and
  - q) withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.
- r) The Purchaser reserves the right to use Supplier Development, People with Disabilities, Black Women Owned and Black youth owned as objective criteria

T.3.17 Compliance

- a. Tenderers must be fully compliant with any and all the statutory and common law that is applicable to the tender.
- b. Tenderers shall comply with all applicable South African laws, including without limitation, the following:
  - c. Occupational Health & Safety Act 85 of 1993 ("OHSA");
  - d. International Health Regulation Act 28 of 1974;
  - e. National Environmental Management ACT No. 107 of 1998;
  - f. National Environmental Management Waste Act No. 59 of 2008;
  - g. Environment Conservation Act No. 73 of 1989;
  - h. Hazardous Substances Act 15 1973;
  - i. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);
  - j. All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
  - k. The Basic Conditions of Employment Act No. 75 of 1997;
  - l. Criminal Procedure Act No. 51 of 1977;
  - m. National Ports Act No. 12 of 2005 ("NPA") and enabling legislation thereto, including the Port Rules; Harbour Master's Written Instructions and Regulations promulgated in terms of the NPA.

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- n. Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;
- o. Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
- p. Customs and Excise Act No 91 of 1964;
- q. The National Railway Safety Regulator Act No 16 of 2002;
- r. The Labour Relations Act No. 66 of 1995 and the Regulations thereto, and
- s. Broad-Based Black Economic Empowerment (B-BBEE) Act 53, of 2003.
- t. Competition Act 89 of 1998.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS**

**MAY RESULT IN A PROPOSAL BEING REJECTED**

## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting (T2.2-01a - T2.2-01b)
- T2.2-02a **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02b **Stage Three as per CIDB: Eligibility Criteria Schedule** – Compliance to Eligibility: ECSA Certification/ Registration

### 2.1.2 Stage Four as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Quality Management
- T2.2-04 **Evaluation Schedule:** Programme
- T2.2-05 **Evaluation Schedule:** Previous Experience
- T2.2-06 **Evaluation Schedule:** Method Statement
- T2.2-07 **Evaluation Schedule:** Management & CV's of Key Persons
- T2.2-08 **Evaluation Schedule:** Health and Safety
- T2.2-08a **Health and Safety:** Contractor safety Questionnaire
- T2.2-08b **Health and Safety:** Tender Health and Safety Cost Breakdown

### 2.1.3 Essential Returnable Schedules: these schedules will be utilised for evaluation purposes:

- T2.2-09a Preferential Procurement: BBBEE
- T2.2-09b Local Content and Production

### 2.1.4 Returnable Schedules:

#### General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Schedule of proposed Subcontractors
- T2.2-15 Site Establishment requirements
- T2.2-16 RFP Clarification Request form

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**Agreement and Commitment by Tenderer:**

- T2.2-17 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-24 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-25 SBD1 Form

**2.1.5 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

**2.1.6 Transnet Vendor Registration Form:**

- T2.2-30 Transnet Vendor Registration Form

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.1 Pricing Instructions (Bill of Quantities)**

**2.6 C2.2 Bill of Quantities**

## T2.2-01a: 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:	Microsoft Teams	
On (date)	3 April 2024	Starting time: 10:00 am

#### Particulars of person(s) attending the meeting:

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

## T2.2-01b: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet Port Terminals Port Elizabeth Container Terminal Straddle Carrier Workshop Greenstreet Port Elizabeth 6001	
On (date)	5 April 2024	Starting time: 10:00 am

#### Particulars of person(s) attending the meeting:

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

Capacity .....

#### Attendance of the above company at the meeting was confirmed:

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

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

## T2.2-02a: Eligibility Criteria - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6EP or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6EP** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations;
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 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.

Name

Signature

Capacity

TRANSNET PORT TERMINALS  
 TENDER NUMBER: TPT/2022/05/105/RFP  
 DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH  
 CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS,  
 (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

## T2.2-02b: Eligibility Criteria - ECSA Certification/ Registration

<b>Substation 102 Refurbishment at TPT, Port of Port Elizabeth</b>	<b>Compliance to Eligibility Criteria</b>	<b>Tender Schedule: T2.2-02b</b>
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<p>Tenderers are to list in this schedule compliance to the Eligibility Criteria for the Substation 102 Refurbishment. For Evidence tenderers are to submit proof in the form of a ESCA Certification (must be verifiable on the ECSA website). Proof to be attached as part of this returnable.</p> <p>Failure to comply with eligibility criteria i.e. a <b>"No" answer</b> or <b>"No" response</b> will lead to disqualification.</p>		
<b>Eligibility Criteria</b>	<b>Comply (Yes/No)</b>	<b>Evidence Provided (Yes/No)</b>
<p>NB: The Tenderers are to provide evidence to compliance.</p>		
<p>1. The Tenderer to provide ECSA Certification for the Electrical Engineer/Technologist and Mechanical Engineer/Technologist who will be responsible for the final signoff and must be ECSA registered as a Professional Engineer (must be verifiable on the ECSA website).</p>		

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-03: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the EEAM-Q-009 Quality Management Specification for Supplier/Construction.

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index (index/list of procedures and method statements to be used during the contract).
- Qualifications and experience of quality personnel. Attach minimum qualifications as listed below:
- Index/List of procedures and method statements to be used during the contract.
- Valid ISO 9001: 2015 Certificate
- Quality Control Plans Specific to the Works Information not limited to the following.
  - These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications and related details including destructive and non-destructive testing, witnessing and hold points.
- A Guarantee period on the Switchgear of not less than five years on corrosion protection is required.
- Guarantee period on the Substation of not less than one year on workmanship is required.

Item	Guarantee and Warrantee period	Description of Guarantee

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2015) that displays the five key policy requirements. These requirements include:
  1. Is appropriate to the purpose of the organisation,
  2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
  3. Provides a framework for establishing and reviewing quality objectives,
  4. Is communicated and understood within the organisation, and
  5. Is reviewed for continuing suitability.

**Attached submissions to this schedule:**

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The scoring of the Quality Management will be as follows:

	<b>Project Specific Quality Management Plan for the contract</b>	<b>Project Specific Quality Data book Index</b>	<b>Procedures and Method statements to be used</b>	<b>Valid ISO 9001 Certificate</b>	<b>Project specific Quality Control Plan</b>
<b>Points</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>0</b>	No PQP submitted.	No Quality Data book Index submitted	No procedures and method statements submitted	No ISO 9001 certificate / certificate has expired	No QCPs submitted
<b>20</b>	PQP includes <b>one of five</b> requirements (procedures, reviews, audits, controls and records used to control and verify compliance)	Quality Data book index is not project specific (in line with Works Information)	Procedures and Method statements are not project specific in line with Works Information	N/A	The QCP identifies all inspections, tests and verifications to meet one of the project scope requirements
<b>40</b>	PQP includes <b>two of five</b> requirements: (procedures, reviews, audits, controls and records used to control compliance)	Quality Data book index is project specific but inadequate to cover project scope (in line with Works Information)	Procedures and methods statements are project specific but inadequate to cover the project scope in line with the Works Information	N/A	The QCP identifies all inspections, tests and verifications to meet two of the project scope requirements

	<b>Project Specific Quality Management Plan for the contract</b>	<b>Project Specific Quality Data book Index</b>	<b>Procedures and Method statements to be used</b>	<b>Valid ISO 9001 Certificate</b>	<b>Project specific Quality Control Plan</b>
<b>Points</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>60</b>	PQP includes <b>three of five</b> requirements: (procedures, reviews, audits, controls and records used to control compliance)	Data book index shows adequate understanding of project quality requirements (in line with Works Information)	Procedures and method statements shows adequate understanding of project quality requirements in line with Works Information	N/A	The QCP identifies all inspections, tests and verifications to meet three of the project scope requirements
<b>80</b>	PQP includes <b>four of five</b> requirements: (procedures, reviews, audits, controls and records used to control compliance)	Data book index shows above average understanding of the project quality requirements (in line with Works Information)	Procedures and method statements shows above average understanding of the project quality requirements in line Work Information	N/A	The QCP identifies all inspections, tests and verifications to meet four of the project scope requirements
<b>100</b>	PQP includes <b>all</b> requirements: (procedures, reviews, audits, controls and records used to control compliance)	The Data book index covers all and above the project quality requirements of the project scope (in line with Works Information)	Procedures and method statements covers all and above the project quality requirements	ISO 9001 certificate is valid.	QCP's covers all and above the project quality requirements of the project scope

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-04: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hard copy of the programme in Primavera or MS project format.**

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction Contract regarding the items to be shown on a programme.

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

Task ID	Task description	Start date	Finish date	Successor	Resources & Equipment	Time risk allowances (TRA)
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The tenderer shall provide the proposed programme, at a minimum **Level 3** showing but not limited to the following:

- **Meet the required timeframes:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe as stated in the Works Information and Tender Data by indicating, in a logical sequence, the order, the timing, and the duration of the works that will take place in order to Provide the Works. The Programme must clearly support and demonstrate alignment to the approach paper/Method statement as contained under T.2.2-08.

- **Programme Information:**

The *Tenderer* clearly indicates in the schedule all milestones, activities & information related to the following –

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

▪ **Resourcing & Equipment:**

The *Tenderer* indicates for each operation, how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates to the programme for evaluation.

The scoring of the Programme will be as follows:

	<b>Meet the required timeframes (8)</b>	<b>Programme Information (2)</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The programme does not meet any of the required timeframes, key dates and completion dates	The tenderer has addressed some but not all data requirements as listed in this returnable <b>(4 or less of 12 addressed)</b>
<b>Score 40</b>	The programme does not meet all <b>(less than 40%)</b> of the required timeframes, key dates and completion dates	The tenderer has addressed some but not all data requirements as listed in this returnable <b>(6 of 12 addressed)</b>
<b>Score 60</b>	The programme does not meet all <b>(more than 40%, but less than or equal to 60%)</b> of the required timeframes, key dates and completion dates	The tenderer has addressed most but not all data requirements as listed in this returnable <b>(8 of 12 addressed)</b>
<b>Score 80</b>	The programme does meet all <b>(more than 60%, but less than or equal to 99%)</b> of the required timeframes, key dates and completion dates	The tenderer has addressed most but not all data requirements as listed in this returnable <b>(10 of 12 addressed)</b>
<b>Score 100</b>	The programme does meet <b>All</b> of the required timeframes, key dates and completion dates	The tenderer has addressed all data requirements as listed in this returnable <b>(12 of 12 addressed)</b>

Signed

Date

Name

Position

Tenderer

## T2.2-05: Evaluation Schedule: Previous Experience

### Note to tenderers:

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

1. A list of past / current comparable projects.
2. Execution of similar works as detailed in the Works Information with reference to:
  - Previous experience of carrying out Substation MV/LV switchgear installations, HVAC, fire detection and protection systems, over the past five years. References to provide letter of reference, to be traceable and contactable to allow verification of track record provided.
  - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)
  - Tenderers to provide completion certificates for all the submitted references.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	

#	Name of Previous Customer	Contact Details	Nature of Electrical work	Value	Year
1.					
2.					
3.					
4.					
5.					

The scoring of the Previous Experience will be as follows:

Score	Previous Experience
<b>Total Points</b>	<b>(25)</b>
<b>0</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>20</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works.  The tenderer has limited or poor evidence of previous experience.
<b>40</b>	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in two (2) projects relating to scope of <i>works</i> .  The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> .
<b>60</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in three (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .
<b>80</b>	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in four (4) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .
<b>100</b>	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in five (5) projects or more relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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

### Note to tenderers:

Submit a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to the programme, quality, health, safety, risk, environment, and an understanding of the project objectives.

The method statement should articulate what the tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to Programme as contained under T2.2-06. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The tenderer must as such explain his/her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the construction/refurbishment sequencing 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

The method statement should cover but not limited to:

- Outline the proposed approach;
  - Narrative related to the programme;
  - Detailed method statement, technical approach and construction/refurbishment sequencing in terms of the Works Information;
  - Demonstrate an understanding of the project objectives; and
  - Detailed list of equipment and number thereof to execute the works, and areas it will be utilized.
1. Building repair works and control of debris from building repairs.
  2. Installation of electrical works, MV/LV switchgear installations with protection.
  3. Battery charger.
  4. Cabling repairs.
  5. HVAC, fire detection and protection system.
  6. Testing and Commissioning procedure.
  7. Communication (All site requirements to be communicated the Project Manager).
  8. In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:
  9. Intervals for inspection of site works (Order and timing of the inspection and milestones).



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

	The method of statement must respond to the scope of work and outline the proposed methodology including that relating to the programme, quality, health, safety and environmental considerations.	The method of construction/refurbishment and commissioning process. Tenderer to narratively demonstrate the approach to site establishment, pre-construction activities and meetings, interfaces with other disciplines including the client, construction logistics, commissioning procedures and handover.	The tenderer must explain his/her understanding of objectives of the assignment and the Employers stated and implied requirements.
<b>Points (20)</b>	<b>6</b>	<b>8</b>	<b>6</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.		
<b>Score 20</b>	The method statement 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.		
<b>Score 40</b>	The tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and/methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.		
<b>Score 60</b>	The tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and/or partially complete and does encompass and detail the works objectives and requirements to be undertaken; the approach does not deal fully with the characteristics of the project.		
<b>Score 80</b>	<p>The tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> <li>1. Approach clearly articulated and based on this project, the works are aligned with the scope of works and project schedule.</li> <li>2. The proposed construction/refurbishment methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipments meet the expectation set out in the Works Information and applicable technical specifications and relates to the programme.</li> <li>3. The method statement covers all aspects of the Works Information.</li> </ol>		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

	4. The method statement is sufficiently flexible to accommodate changes that may occur during execution.
<b>Score 100</b>	<p>Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs. In addition to general methodology for the project, the tenderer demonstrated the following aspects:</p> <p>-Communication Plan and intervals for inspection of site works (Order and timing of the inspection and milestones).</p>

Signed

Date

.....

Name

Position

.....

Tenderer

.....

## **T2.2-07: Evaluation Schedule: Management & CV's of Key**

### **Personnel**

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

1. Project Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member
2. The experience of the assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - a. Relevant experience
  - b. The education, training and skills. (Proof of education and training must be attached)  
**Proof of all registration must be attached.**
  - c. Key personnel should include atleast, amongst others but not limited to:
    - Project Manager/Lead (Pr.CPM/PMP)
    - Construction Manager (Pr. Eng/ Pr. Tech Eng/Pr.CM)
    - Mechanical Engineer (Pr. Eng/ Pr. Tech Eng)
    - Protection/Engineer Specialist (Pr. Eng/ Pr. Tech Eng)
    - Installation Electrician (Trade test or Wiremans licence registered with Department of Labour)

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

- Personal particulars;
- Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- Skills;
- Name of current employer and position;
- Overview of post graduate experience (year, organisation, position and responsibilities); and
- Outline of recent assignments / detailed experience that has a bearing on the scope of work.
- Details of experience for proposed staff working in similar projects in terms of nature, competency and value.
- 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.

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

	<b>Project Manager/Lead</b>	<b>Construction Manager</b>	<b>Mechanical Engineer</b>	<b>Protection Engineer/Specialist</b>	<b>Installation Electrician</b>
<b>Points (25)</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
	<p>Capability and capacity of the Key personnel to support the execution of the works based on their detailed CV's on the previous similar project experience</p> <p>The Project Manager must at least have a minimum NQF 7 certificate in Engineering &amp; Built Environment from a higher learning institute with a minimum 5 years experience in similar relevant</p>	<p>Capability and capacity of the Key personnel to support the execution of the works based on their detailed CV's on the previous similar project experience</p> <p>The Construction Manager or Site Agent must at least have a minimum NQF 7 certificate in Electrical Engineering with a PR registration with ECSA/ Pr.CM with SACPCMP, with at least 5 years' working experience in similar relevant projects post</p>	<p>Capability and capacity of the Key personnel to support the execution of the works based on their detailed CV's on the previous similar project experience</p> <p>The Mechanical Engineer must at least have a minimum qualification of a B Tech in Mechanical Engineering with a PR registration with ECSA, with at least 7 to 8 years' working experience in similar relevant projects</p>	<p>Capability and capacity of the Key personnel to support the execution of the works based on their detailed CV's on the previous similar project experience</p> <p>The Protection Engineer must at least have a minimum qualification of a B Tech in Electrical Engineering with a PR registration with ECSA, with at least 7 to 8 years' working experience in similar relevant projects</p>	<p>Capability and capacity of the Key personnel to support the execution of the works based on their detailed CV's on the previous similar project experience</p> <p>The Installation Electrician must have a minimum N6 qualification, an Electrical trade, registration with the department of Labour and have at least 8 years' working experience in similar relevant projects.</p>

	projects post professional registration Pr.CPM SACPCMP or PMP qualification PMI	professional registration PR with ECSA or Pr.CM with SACPCMP			
<b>(score 0)</b>	No NQF certificate in Engineering and Built Environment from a recognized higher learning institute with less than 5 years' experience as a Project Manager on similar relevant Projects	No NQF certificate in Electrical Engineering from a recognized higher learning institute with less than 5 years' experience as a Construction Manager on similar relevant Projects	No proof of registration as Mechanical Pr.Eng/ Pr. Tech Eng submitted	No proof of registration as Electrical Pr.Eng/ Pr. Tech Eng submitted	No proof of wireman licence submitted
<b>(score 20)</b>	No NQF certificate in Engineering and Built Environment from a recognized higher learning institute with 5 years' or more experience as a Project Manager on similar relevant Projects	NQF 6 certificate in Electrical Engineering from a recognized higher learning institute with 5 years' or more experience as a Construction Manager on similar relevant Projects	Mechanical Pr.Eng/ Pr. Tech Eng registration and has less than or equal to 4 years' experience in similar projects	Electrical Pr.Eng/ Pr. Tech Eng registration and has less than or equal to 4 years' experience in similar projects	Registered with department of Labour, Electrician with less than 5 years' experience in similar relevant projects

<b>(score 40)</b>	NQF 5 certificate in Engineering and Built Environment from a recognized higher learning institute with 5 years' or more experience as a Project Manager on similar relevant Projects	NQF 7 certificate in Electrical Engineering from a recognized higher learning institute with 5 years' or more experience as a Construction Manager on similar relevant Projects	Mechanical Pr.Eng/ Pr. Tech Eng registration and has 5 to 6 years' experience in relevant similar projects	Electrical Pr.Eng/ Pr. Tech Eng registration and has 5 to 6 years' experience in relevant similar projects	Registered with department of Labour, Electrician with less than 6 to 7 years' experience in similar relevant projects
<b>(score 60)</b>	NQF 7 certificate in Engineering and Built Environment from a recognized higher learning institute with 5 years or more experience as a Project Manager on similar relevant Projects	NQF 7 certificate in Electrical Engineering from a recognized higher learning institute with 5 years' experience as a Construction Manager on similar relevant Projects post professional registration Pr.Eng/ Pr Tech Eng or Pr.CM	Mechanical Pr.Eng/ Pr. Tech Eng registration with 7 to 8 years' experience in relevant similar projects	Electrical Pr.Eng/ Pr. Tech Eng registration with 7 to 8 years' experience in relevant similar projects	Registered with department of Labour, Electrician with 8 years' experience in similar relevant projects
<b>(score 80)</b>	NQF 7 certificate in Engineering and Built Environment from a recognized higher learning institute with 5 to 7 years experience as a Project Manager	NQF 7 certificate in Electrical Engineering from a recognized higher learning institute with 5 to 7 years' experience as a Construction Manager on similar relevant Projects post	Mechanical Pr.Eng/ Pr. Tech Eng registration with 8 to 9 years' experience in relevant similar projects	Electrical Pr.Eng/ Pr. Tech Eng registration with 8 to 9 years' experience in relevant similar projects	Registered with department of Labour, Electrician with less than 9 to 10 years' experience in similar relevant projects



	on similar relevant Projects post professional registration Pr.CPM or PMP	professional registration Pr.Eng/ Pr Tech Eng or Pr.CM			
<b>(score 100)</b>	NQF 7 certificate in Engineering and Built Environment from a recognized higher learning institute with equal or greater than 8 years' experience as a Project Manager on similar relevant Projects post professional registration Pr.CPM or PMP	NQF 7 certificate in Electrical Engineering from a recognized higher learning institute with equal to 8 years' experience as a Construction Manager on similar relevant Projects post professional registration Pr.Eng/ Pr Tech Eng or Pr.CM	Mechanical Pr.Eng/ Pr. Tech Eng registration with equal or greater than 10 years' working experience in relevant similar projects	Electrical Pr.Eng/ Pr. Tech Eng registration with equal or greater than 10 years' working experience in relevant similar projects	Registered with department of Labour, Electrician with equal or greater than 10 years' working experience in relevant similar projects

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

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

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan addressing the requirements of TPT health and safety specification and include the following documents:
  - Health and Safety Company Policy signed by the accounting officer and dated (OHS Act, 16.2 appointee)
2. Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations.
  - I. OHS Act, Section 16.2 appointee,
  - II. Construction Health & Safety officer,
  - III. OHS Act, Section 8(2)(i) Works Supervisor,
  - IV. OHS Act, Section 8(2)(d) Risk Assessor,
  - V. OHS Act, GSR 3(4) First aider (level 1).
3. List of key responsible persons (job categories) for project and health and safety competencies required per category.
4. Overview of the tenderer's Risk Assessment methodology, and submission of **project specific risk assessments** indicating major activities of the project to be undertaken.
5. Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence
6. Submission of completed cost breakdown sheet
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

**Attached submissions to this schedule:**

.....

.....

.....

.....

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

	<b>Health and Safety Company Policy signed by the accounting officer and dated (OHS Act, 16.2 appointee)</b>	<b>Roles &amp; Responsibility: S16.2 Assistant CEO; Construction Health and Safety officer; Works Supervisor; Risk Assessor; First Aider (trained level 1)</b>	<b>List of key responsible persons (job categories) for the project and health and safety competencies required per category (Training matrix)</b>	<b>Overview of the tenderer's Risk Assessment methodology, and submission of project specific risk assessments indicating major activities of the project to be undertaken.</b>	<b>Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.</b>	<b>Submission of completed cost breakdown sheet.</b>	<b>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</b>
<b>Points</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>
<b>(score 0)</b>		The Tenderer has submitted no information or inadequate information to determine a score.					
<b>(score 20)</b>	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TPT health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is very insignificant/ inadequate to achieve the required standard of service.	Information supplied is very insignificant/inadequate to achieve the required standard of service.	Health and safety Budget submitted is very insignificant/ inadequate to achieve the required standard of service, 0 to 1% allocated.	Information supplied is very insignificant/ inadequate to achieve the required standard of service.



<b>(score 40)</b>	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TPT health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements would not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements would not be met.	Health and safety Budget submitted is insignificant/inadequate /answer/solution to the returnable, <i>Employer's</i> health and safety requirements will not be met, 1.1 – 2% allocated.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements would not be met.
<b>(score 60)</b>	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per <i>Employer's</i> requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TPT Health and safety specification.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Health and safety Budget submitted is Satisfactory response/answer/solution to the returnable, <i>Employer's</i> health and safety requirements will be met, 2.1 – 3% allocated.	Satisfactory response/answer/solution to the particular aspect of the Requirement, evidence given that the stated <i>Employer's</i> requirements will be met.



<b>(score 80)</b>	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TPT health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TPT health and safety specification.	Good response/answer/solution, which demonstrates real understanding and evidence of ability to meet, stated <i>Employer's</i> requirements.	Good response/answer/solution, which demonstrates real understanding and evidence of ability to meet, stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Good response/answer/solution to the returnable, Employer's health and safety requirements will be met, 3% - above allocated.	Good response/answer/solution, which demonstrates real understanding and evidence of ability to meet, stated <i>Employer's</i> requirements.
<b>(score 100)</b>	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TPT Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.	Training matrix include Management and all employees /personnel in the project. Responsible personnel had signed training matrix.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Very good response/answer/solution to the returnable, Employer's health and safety requirements will be met, 4% - above allocated.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

## T2.2-08a Contractor Safety Questionnaire

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

## T2.2-08a Contractor Safety Questionnaire

3. Citations						
Does your company have a Certificate of Recognition?					Yes	No
If yes, what is the	Certificate No:		Issue Date:			
4. Safety Program						
4A	Do you have a written safety program manual? If Yes, provide a copy for review				Yes	No
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review				Yes	No
4C	Does your safety program contain the following elements:					
	Yes	No		Yes	No	
	Corporate Safety Policy		Equipment Maintenance			
	Incident Notification Policy		Emergency Response			
	Recordkeeping & Statistics		Hazard Assessment			
	Reference to Legislation		Safe Work Practices			
	General Rules & Regulations		Safe Work Procedures			
	Progressive Discipline Policy		Workplace Inspections			
	Responsibilities		Investigation Process			
	PPE Standards		Training Policy & Program			
	Environmental Standards		Communication Processes			
	Modified Work Program					
5. Training Program						
5A	Do you have an orientation program for new hire employees? If Yes, include a course outline. Does it include any of the following:				Yes	No
	Yes	No		Yes	No	
	General Rules & Regulations		Confined Space Entry			
	Emergency Reporting		Trenching & Excavation			
	Injury Reporting		Signs & Barricades			
	Legislation		Dangerous Holes & Openings			
	Right to Refuse Work		Rigging & Cranes			
	Personal Protective Equipment		Mobile Vehicles			
	Emergency Procedures		Preventative Maintenance			
	Project Safety Committee		Hand & Power Tools			
	Housekeeping		Fire Prevention & Protection			
	Ladders & Scaffolds		Electrical Safety			
	Fall Arrest Standards		Compressed Gas Cylinders			
	Aerial Work Platforms		Weather Extremes			
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:				Yes	No
	Yes	No		Yes	No	
	Employer Responsibilities		Safety Communication			

## T2.2-08a Contractor Safety Questionnaire

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

## T2.2-08a Contractor Safety Questionnaire

7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company					
	Incidents totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

### 8. Personnel

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

Name	Position / Title	Designation

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

Name	Address	Telephone Number
Other responsibilities:		

### 9. References

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

Name and Company	Address	Telephone Number

## **T2.2-08b Tender Health and Safety Cost Breakdown**

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

<b>#</b>	<b>Cost element</b>	<b>Unit Cost (R)</b>	<b># of Units</b>	<b>Total Cost (R)</b>
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing			
14.	H&S Reward & Recognition			
15.				
16.				

<b>Total Health and Safety Cost (R)</b>	
<b>Total Tender Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	<b>%</b>

TRANSNET PORT TERMINALS  
 TENDER NUMBER: TPT/2022/05/105/RFP  
 DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

## T2.2-09(a) Preferential Procurement - BBEE

Priority will be given to the specific goals to advance areas or categories of persons or groups who were previous disadvantaged. The following specific goals will be applicable for this tender:

- I. Entities having a B-BBEE status level 1 to 2.
- II. Exempted Micro Enterprises (EMEs) and Qualifying Small business Enterprises (QSEs) owned by black people (at least 51% black owned).
- III. Entities owned by black people (at least 51% black owned).

Tenderers are to indicate their B-BBEE status by filling in the table below and a valid B-BBEE Certificate from an accredited verification agency (e.g. SANAS)/ Sworn Affidavit must be attached;

B-BBEE Level	% black ownership	Expiry Date	Valid B-BBEE Certificate from an accredited verification agency (e.g. SANAS)/Sworn Affidavit Attached	
			Yes	No
-----	-----	-----		

**Company registration documents and Identity Document copies of the Directors of the company are to be attached in order to verify the B-BBEE Certs or Sworn Affidavits attached.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
 SIGNATURE OF TENDERER

## SBD 6.2

### T2.2-09(b): Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

## 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
  - 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• <b>Electrical and Cables</b>	<b>90%</b>
• <b>Steel products and components for construction</b>	<b>100%</b>
• <b>Transformers</b>	<b>10%-100%</b>
• <b>Air Insulated MV Switchgears</b>	<b>50%</b>

4. Does any portion of the services, works or goods offered have any imported content?

*(Tick applicable box)*

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



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

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

**IN RESPECT OF BID NO. TPT/2022/05/105/RFP**

**ISSUED BY:** TRANSNET PORT TERMINALS ON BEHALF OF TRANSNET SOC LTD

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity - <b>Electrical Cables – 90%</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity - <b>Steel Products and Components for construction – 100%</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity - <b>Transformers – 10% - 100%</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity – <b>Air Insulated MV Switchgears – 50%</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C “local content declaration - summary schedule” may result in the tender submission being non-responsive and disqualified from any further evaluation.**

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**Non-compliance Penalty Certificate:**

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

### Annex C

#### Local Content Declaration - Summary Schedule

(C1) **Tender No.** TPT/2022/05/105/RFP  
(C2) **Tender description:** REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY  
(C3) **Designated product(s)**  
(C4) **Tender Authority:** Transnet Port Terminals  
(C5) **Tendering Entity name:**  
(C6) **Tender Exchange Rate:** Pula  EU  GBP   
(C7) **Specified local content %**

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

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

Signature of tenderer from Annex B

Date: \_\_\_\_\_

(C20) Total tender value R   
(C21) Total Exempt imported content R   
(C22) Total Tender value net of exempt imported content R   
(C23) Total Imported content R   
(C24) Total local content R   
(C25) Average local content % of tender R



TRANSNET PORT TERMINALS  
 TENDER NUMBER: TPT/2022/05/105/RFP  
 DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

SATS 1286.2011

### Annex E

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

(E1) Tender No.	TPT/2022/05/105/RFP	<b>Note: VAT to be excluded from all calculations</b>
(E2) Tender description:	REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY	
(E3) Designated products:		
(E4) Tender Authority:		
(E5) Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R

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

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

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

(E13) Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## T2.2-10: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

### 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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

#### 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

## T2.2-11: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_



## T2.2-12: 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:

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

Name

Signature

Capacity



## 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-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>					

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

Signed

Date

Name

Position

Tenderer





## T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



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

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

Signed	Date
_____	_____
Name	Position
_____	_____
Enterprise name	_____
	_____

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 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; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

manner required by the purchaser.

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	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)

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2022, 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 Service provider

- Other Service providers, e.g. transporter, etc.

[ *TICK APPLICABLE BOX* ]

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

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

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



WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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




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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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

<sup>3</sup> 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.



the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



## **T2.2-18: 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	_____		

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## T2.2-19: 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:

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Indicate nature of relationship with Transnet:

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*[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 T2.2-20 "Service Provider Integrity Pact".

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

## T2.2-20: 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:

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DATE OF BREACH:

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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

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## T2.2-21: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-22: 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.

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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 .....

## **T2.2-23: Supplier Code of Conduct**

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

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

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

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

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

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

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

- 
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

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



**Conflicts of Interest**

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

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

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (\_\_\_\_\_) 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

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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:**

<b>YES</b>	
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<b>NO</b>	
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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 \_\_\_\_\_ 2024

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Operator)

Authorised signatory for and on behalf of \_\_\_\_\_

who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**T2.2-25: SBD1 Form**

**SBD1 FORM**

**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:**

BID NUMBER:	TPT/2022/05/105/RFP	CLOSING DATE:	19 APRIL 2024	CLOSING TIME:	10:00
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DESCRIPTION	REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY
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**BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL**

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Submit bid documents by uploading them into the system against the tender selected.

<b>PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>
--	--

CONTACT PERSON	Nomvuselelo Mabuyakhulu	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	072 735 1899	TELEPHONE NUMBER	031 308 8144
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nomvuselelo.Mabuyakhulu@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@transnet.net

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER:  MAAA:



B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	---	---

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
NO  YES

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Professional Indemnity Insurance with a minimum indemnity limit of R5 000 000.00			
(Other)			

Signed

Date

Name

Position

Tenderer

## 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 **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date



## T2.2-28: Forecast Rate of Invoicing

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

<b>Index of documentation attached to this schedule:</b> ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
--

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



## **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:

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

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

## T2.2-30 VENDOR REGISTRATION FORM

---

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

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

### General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

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

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

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

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

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'



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## APPENDIX A

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name? Yes  No

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

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

Your Current Company's VAT Registration Status

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	



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Is your company a Labour Broker?				Yes		No						
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.												
How many personnel does the business employ?		Full Time		Part Time								
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.												
Most recent Financial Year's Annual Turnover		<R10Million		>R10Million <R50Million		>R50Million						
Does your company have a valid B-BBEE certificate?						Yes		No				
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership						
% White Ownership		% Indian Ownership		% Coloured Ownership								
<p><b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in <b>Appendix C and D</b> respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.</p>												

Supplier Development Information Required			
EMPOWERING SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
FIRST TIME SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN	YES	<input type="radio"/>	NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	* If Yes- Attach supporting documents		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO <input type="radio"/>

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



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**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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**Affidavit or Solemn Declaration**

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths



## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisations -</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p>



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	c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

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

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

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

**Deponent Signature** .....

**Date** .....

\_\_\_\_\_  
**Commissioner of Oaths**  
 Signature & stamp



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## APPENDIX D

### SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – <ol style="list-style-type: none"> <li>a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>b) who became citizens of the Republic of South Africa by naturalisation.           <ol style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ol> </li> </ol>
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: <ol style="list-style-type: none"> <li>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>d) Black people living in rural and under developed areas;</li> <li>e) (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> <li>f)</li> </ol>

3. I hereby declare under Oath that:



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

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

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

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

Signature & stamp



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### VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



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## C1.1: Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### **REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY**

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Tenderer's CIDB registration number:



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## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd operating as Transnet Port Terminals  
 2nd Floor, 202 Anton Lembede Street,  
 Durban Central  
 Durban, 4001

Name &  
signature of  
witness

Date



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## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

### For the Tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

Transnet SOC Ltd operating as Transnet  
Port Terminals  
2nd Floor, 202 Anton Lembede Street,  
Durban Central  
Durban, 4001

## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

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

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

Option X13: Performance bond

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

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

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

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

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

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

Transnet SOC Ltd  
 C/o Transnet Port Terminals  
 Transnet Corporate Centre  
 138 Eloff Street  
 Braamfontein  
 Johannesburg  
 2000

Date:

Dear Sirs,

### Performance Bond for Contract No. TPT/2022/05/105/RFP

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

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

**{Insert registered name and address of the Contractor}** (the *Contractor*), for

**{Insert details of the works from the Contract Data}** (the *works*).

I/We the undersigned

on behalf of the  
 Guarantor

of physical address

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

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.



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4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>  The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Port Terminals</b> <b>2nd Floor,</b> <b>202 Anton Lembede Street,</b> <b>Durban Central</b> <b>Durban, 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Themba Masingi</b>

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	Address	<b>Transnet Port Terminals (PECT) Straddle Carrier Workshop Greenstreet Port Elizabeth 6001</b>
	Tel	<b>TBC</b>
	e-mail	<b>Themba.Masingi@transnet.net</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>Transnet Port Terminals (PECT) Straddle Carrier Workshop Greenstreet Port Elizabeth 6001</b>
	Tel No.	<b>TBC</b>
	e-mail	<b>TBC</b>
11.2(13)	The <i>works</i> are	<b>Refurbishment of Substation 102 at the Port of Port Elizabeth Container Terminal of Transnet SOC Ltd (reg.no.1990/000900/30) operating as 'Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No risk identified at this time</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1."Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	

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11.2(3) The *completion date* for the **TBC** whole of the *works* is

11.2(9) The *key dates* and the **Condition to be met** *key date* *conditions* to be met are:

- |           |  |            |
|-----------|--|------------|
| <b>1</b>  | <b>Site Establishment</b>  | <b>TBC</b> |
| <b>2</b>  | <b>Transportation of new Switchgear</b>  | <b>TBC</b> |
| <b>3</b>  | <b>Dismantling of existing MV and LV switchgear and transportation.</b>                | <b>TBC</b> |
| <b>4</b>  | <b>Supply, install and commissioning of new MV switchgear.</b>                         | <b>TBC</b> |
| <b>5</b>  | <b>Supply, install and commissioning of new LV switchgear.</b>                         | <b>TBC</b> |
| <b>6</b>  | <b>Supply, install and commissioning of new fire detection and suppression system.</b> | <b>TBC</b> |
| <b>7</b>  | <b>Supply, install and commissioning of the room climate control.</b>                  | <b>TBC</b> |
| <b>8</b>  | <b>Supply of the MV switchgear spares.</b>   | <b>TBC</b> |
| <b>9</b>  | <b>Cable testing and repairs.</b>  | <b>TBC</b> |
| <b>10</b> | <b>Earthing and bonding system testing.</b>  | <b>TBC</b> |
| <b>11</b> | <b>Building repairs</b>  | <b>TBC</b> |

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		<b>12</b>	<b>Supply of data pack.</b>	<b>TBC</b>
		<b>13</b>	<b>Other (Building separation of MV and LV)</b>	<b>TBC</b>
30.1	The <i>access dates</i> are		<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	<b>Entire Site</b>	<b>TBC</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within		<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is		<b>TBC</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than		<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
<b>4</b>	<b>Testing and Defects</b>			
42.2	The <i>defects date</i> is		<b>52 (fifty two) weeks after Completion of the whole of the works.</b>	
43.2	The <i>defect correction period</i> is		<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>			
50.1	The <i>assessment interval</i> is monthly on the		<b>15<sup>th</sup> (fifteenth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is the		<b>South African Rand.</b>	
51.2	The period within which payments are made is		<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The <i>interest rate</i> is		<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>			

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60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

**the number of days with rainfall more than 10 mm**

**the number of days with minimum air temperature less than 0 degrees Celsius**

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

**and these measurements:**

**Wind: the number of day(s) with wind speed in excess of 40 km/hour.**

The place where weather is to be recorded (on the Site ) is: **On Site at Port Elizabeth Container Terminal**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **Port Elizabeth Weather Station**

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>No additional risks are accepted by the Employer other than those which are provided for in this contract.</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>

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Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
<hr/>	
2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
<hr/>	
3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
<hr/>	
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>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.</b>
<hr/>	
Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

The *Contractor* provides these additional Insurances

- 1 **Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 **Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

**5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

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

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

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

**Principal Controlled Insurance policy- Contract works cover**

<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	

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W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>0.1% of the contract value per day</b>  <b>Capped at 10%.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10% of the total of the Prices</b>
<b>X18</b>	<b>Limitation of liability</b>	

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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>An amount being equal to the total Contract Value inclusive of VAT.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>A period being 12 (Twelve) consecutive months after the completion by the Contractor of the whole of the works to the Employer in terms of the Contract.</b>  <b>Five years after the defect date for latent defects.</b>

**Z**      ***Additional conditions of contract are:***

<b>Z1</b>	<b>Intellectual property</b>	<b>Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them and the Employer indemnifies the Contractor from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]</b>
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**Z2 Assignment and Waiver**

**Z2.1** Neither the Employer nor the Contractor may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

**Z2.2** No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

**Z4 Additional clause relating to Performance Bonds and/or Guarantees**

**Z4.1** The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Form of Securities in favour of the Employer by a financial institution reasonably acceptable to the *Employer*).

**Z4.2 Defects Correction Bond (Retention Bond)** The Contractor gives the Employer a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 5% of the Contract value and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the Employer prior to the final delivery, commissioning, testing and handover of the switch gearing system in Substation.

**Z5 Additional clauses relating to  
Joint Venture**

**Z5.1 Insert the additional core clause 27.5**

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

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

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

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

**Z5.2**

**Insert additional core clause 27.6**

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

**Z6 Additional obligations in respect of Termination**

**Z6.1**

**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)**

<b>Z6.2</b>	<b>Termination Table</b>	<b>The following will be included under core clause 90.2 Termination Table as follows:</b>
		<b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b>
<b>Z6.3</b>		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>
<b>Z7</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z7.1</b>		<p><b>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:</b></p> <ol style="list-style-type: none"> <li data-bbox="823 1005 1445 1200">1. <b>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.</b></li> <li data-bbox="823 1234 1445 1429">2. <b>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.</b></li> <li data-bbox="823 1440 1445 1635">3. <b>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.</b></li> </ol>
<b>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z8.1</b>		<b>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.</b>

<b>Z9</b>	<b>Protection of Personal Information Act</b>	
<b>Z9.1</b>		<p><b>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</b></p>
<b>Z10</b>	<b>Anti-corruption, TPT Indemnity</b>	
<b>Z10.1</b>	<b>Anti - Corruption</b>	<p><b>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:</b></p> <ul style="list-style-type: none"> <li data-bbox="766 1120 1460 1321"><b>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></li> <li data-bbox="766 1366 1460 1646"><b>b. <i>Contractor</i> or those acting on behalf of <i>Contractor</i> 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.</b></li> </ul> <p><b>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 <i>Contractor</i> or any and all Awards made <i>Contractor</i> for breach of this clause.</b></p>

**Further 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.**

**Contractor shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.**

**Z10.2 Indemnity**

**1) 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 Security Service. Such absolute obligation of Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:**

**a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other**

**b) liability in respect of lost property belonging to third parties;**

**c) 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**

**has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;**

**d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Contractor, its agents, contractors, sub-contractors in terms of this Agreement.**

**2) Contractor shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.**

**3) Contractor agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to Contractor provision of services, its acts, or omissions or those of its agents, employees, sub-contractors, representative/s or other for whom TPT may be / may not be deemed responsible for in terms of the agreement.**

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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

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	Responsibilities:			
	Qualifications:			
	Experience:			
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
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	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

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

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	14

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li> <li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li> </ul>

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

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

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

#### 1.2. Function of the Bill of Quantities

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

#### 1.3. Guidance before pricing and measuring

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

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

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

## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

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



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## 2.2. General assumptions

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

## 2.3. Departures from the *method of measurement*

N/A



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## C2.2 The Bill of Quantities

PECT Substation 102 Refurbishment						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
1		<b><u>SECTION 1: PRELIMINARY &amp; GENERAL</u></b>				
		-				
		<b>NOTE:</b> Tenderers are to price this Schedule strictly in accordance with the Specifications and SANS 1200, where a conflict arises between these two documents the Specifications shall take precedence. Where a conflict arises between this Schedule and the Specifications, the Specifications shall take precedence. Tenderers shall study all relevant information before pricing this Schedule and the Schedule shall be priced to provide the complete Works				
		To be read in conjunction with but not limited to the following Project Technical Specification(s): Part C3: Works Information				
	<b>SANS 1200 A</b>	<b><u>GENERAL</u></b>				
1.1	<b>PSA 8.3</b>	<b><u>SCHEDULED FIXED-CHARGE ITEMS</u></b>				



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
1.1.1	8.3.1	<b><u>Contractual requirements</u></b>				
		a) Sureties	Sum	1		
		b) Insurance of the works and plant	Sum	1		
		c) Third party or public liability insurance	Sum	1		
		d) Unemployment insurance	Sum	1		
		e) Performance security as per <i>Employer's</i> requirements	Sum	1		
	<b>PSA 8.3.2</b>	<b><u>ESTABLISHMENT OF FACILITIES ON THE SITE</u></b>				
1.1.2	PSA 8.3.2.1	<b><u>FACILITIES FOR CONTRACTOR</u></b>				
		a) Offices and storage sheds ( 1 No. Offices 1 No. Sheds)	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power and communications	Sum	1		
		h) Access	Sum	1		



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
1.1.4	PSA-8.3.3	<b><u>OTHER FIXED-CHARGE OBLIGATIONS</u></b>				
		a) Management meetings	Sum	1		
		b) Documentation control including provision and/ or submission for approval of all <i>Contractor's</i> documents as part of the execution of the works	Sum	1		
		c) Safety risk management including but not limited to the Safety Plan as required by the Occupational Health and Safety Act, Act 85 of 1993	Sum	1		
		d) Environmental management including but not limited to Environmental Method Statements in accordance with the Construction Environmental Management Plan	Sum	1		
		e) Quality assurance requirements	Sum	1		
		f) Site security requirements	Sum	1		
		g) Programming	Sum	1		
		h) Industrial relations management	Sum	1		



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
		i) Operation and maintenance manuals of the installation, operation and maintenance manuals and drawings for the equipment under this contract				
		i) Draft copies, three [3] in number	Sum	1		
		ii) Final copies, number to be confirmed by <i>Employer</i>	Sum	1		
1.1.5	PSA-8.3.5	<b><u>Contractor's design</u></b>				
1.1.5.1	PSA-8.3.5.1	<u>Design including but not limited to:</u>				
		a) Engineering package including detailed manufacturer design of MV and LV distribution panels, medium voltage switch gear and associated protection & control systems panels,HVAC and Fire Systems	Sum	1		
		b) Drawing submissions (all submissions for approval and/ or review by the <i>Employer</i> )	Sum	1		
		c) Compilation and provision of as-built documentation in both electronic and hard copy format, including but not limited to test and commissioning certificates, check lists, drawings etc. <b>Note: All as-built drawings shall be provided in 4xCD roms with Adobe Acrobat (PDF &amp; Native format)</b>	Sum	1		



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
1.1.6	8.3.4	<b><u>REMOVAL OF SITE ESTABLISHMENT</u></b>				
		a) Removal of site establishment	Sum	1		
1.2	PSA 8.4	<b><u>TIME-RELATED ITEMS</u></b>				
		-				
	PSA 8.4	<b><u>SCHEDULED TIME-RELATED ITEMS</u></b>				
1.2.1	8.4.1	<b><u>Contractual requirements</u></b>				
		a) Sureties	Sum	1		
		b) Insurance of the works and plant	Sum	1		
		c) Third party or public liability insurance	Sum	1		
		d) Unemployment insurance	Sum	1		
		e) Performance security as per <i>Employer's</i> requirements	Sum	1		
		f) Other	Sum	1		



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
	PSA 8.4.2	<b>OPERATION AND MAINTENANCE OF FACILITIES ON SITE, FOR DURATION OF CONSTRUCTION, EXCEPT WHERE OTHERWISE STATED</b>				
1.2.3	8.4.2.2	<b>FACILITIES FOR CONTRACTOR</b>				
		a) Offices and storage sheds ( 1 No. Offices 1 No. Sheds)	Sum	1		
		b) Ablution and latrine facilities	Sum	1		
		c) Tools and equipment	Sum	1		
		d) Access	Sum	1		
1.2.4	8.4.3	<b>SUPERVISION FOR DURATION OF CONSTRUCTION</b>				
		a) Supervision for the duration of construction	Sum	1		
1.2.5	8.4.4	<b>COMPANY AND HEAD OFFICE OVERHEAD COSTS FOR THE DURATION OF THE CONTRACT</b>				
		a) Company and head office overhead costs for the duration of the contract	Sum	1		



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ITEM	PAY REF	DESCRIPTION	UNIT	QTY	Rate (Excl.VAT)	AMOUNT (Excl.VAT)
1.2.6	PSA-8.4.5	<b>OTHER TIME-RELATED OBLIGATIONS</b>				
		a) Management meetings	Sum	1		
		b) Documentation control including provision and/ or submission for approval of all <i>Contractor's</i> documents as part of the execution of the works	Sum	1		
		c) Occupational Health and Safety Specification compliance	Sum	1		
		d) Construction Environmental Management Plan compliance	Sum	1		
		e) Quality assurance requirements	Sum	1		
		f) Site security requirements	Sum	1		
		g) Programming and progress reporting	Sum	1		
		j) Transportation	Sum	1		
		<b>TOTAL CARRIED TO SUMMARY</b>				



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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Supply Rate (Excl. VAT)	Installation Rate (Excl. VAT)	TOTAL (Excl. VAT)
	<b>SECTION 2</b>					
	<b>NOTE</b>  This Bill of Quantities shall be read in conjunction with the drawings, works information and the specifications and shall be priced to provide a complete installation, i.e. the supply where required, installation, testing and commissioning plus handing over of the fully functional equipment / installation. <b>The Contractor to furnish all design and shop drawings if applicable and any associated equipment specifications for approval prior to manufacturing and delivery to site</b>					
	To be read in conjunction with but not limited to the following Project Technical Specification(s): Part C3: Works Information					
<b>A</b>	<b>Preparation works for the proposed substation</b>					
1	Disconnect and removal of the existing MV switchgear, LV switchgear and battery bank to be replaced.	1	sum			
	<b>TOTAL</b>					
<b>B</b>	<b>Medium voltage switchgear</b>					
1	Design, supply and install a new 1250A 11kV incomer VCB panel.	2	ea			
2	Design, supply and install a new spare 1250A 11kV incomer VCB panel.	1	ea			



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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Supply Rate (Excl. VAT)	Installation Rate (Excl. VAT)	TOTAL (Excl. VAT)
3	Design, supply and install a new 1250A 11kV bus section VCB panel.	1	ea			
4	Design, supply and install a new 630 11kV feeder VCB panel.	5	ea			
5	Design, supply a new spare 630 11kV feeder VCB panel.	1	ea			
6	Design supply and install a 11kV bus-riser panels/bus-bar Earth /VT panels.	2	ea			
7	Design, supply, install and commission a complete arc ducting and protection system for the 11kV switchgear	1	Sum			
8	Design, supply, install a battery bank (enclosed in a cabinet) and battery terminal unit for the 11kV switchgear complete with protection and wiring.	1	sum			
9	Provision of racking tools	1	sum			
	<b>TOTAL</b>					
<b>C</b>	<b>Low voltage switchgear</b>					
1	Design, supply and install a new LV switchgear including new standard terminations for the existing incomer and feeder.	1	sum			
2	Design, supply, and install a control panel for the proposed MV switchgear complete with cabling.	1	sum			
	<b>TOTAL</b>					



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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Supply Rate (Excl. VAT)	Installation Rate (Excl. VAT)	TOTAL (Excl. VAT)
<b>D</b>	<b>Transformers</b>					
1	Design supply and install a stainless-steel containment tray around the existing transformers	2	ea			
	<b>TOTAL</b>					
<b>E</b>	<b>Medium Voltage Cable Termination</b>					
1	Supply new 630A Feeder MV plug type terminations designed to EN 50181 and DIN 47637.	5	ea			
2	Supply new 1250A Incomer MV plug type terminations designed to EN 50181 and DIN 47637.	2	ea			
	<b>TOTAL</b>					
<b>F</b>	<b>Earthing and Lightning Protection</b>					
1	Design, supply and install earthing and lightning surge protection for the proposed substation upgrades.	1	sum			
	<b>TOTAL</b>					



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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Supply Rate (Excl. VAT)	Installation Rate (Excl. VAT)	TOTAL (Excl. VAT)
<b>G</b>	<b>Cables, Routes and Building Modifications</b>					
1	Provisional sum for the replacement of old chequered plates and sealing of cable entry/exit opening	1	sum			
2	Provisional sum for the building refurbishments.	1	sum			
3	Provisional sum for the testing, joining and replacement of cables.	1	sum			
4	Replacement of substation doors and provision of signages.	1	sum			
	<b>TOTAL</b>					
<b>H</b>	<b>Power System Protection</b>					
1	Load flow, short circuit and protection grading study and configuration.	1	sum			
2	Provision of a standalone ETAP licenced software.	1	ea			
	<b>TOTAL</b>					



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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Supply Rate (Excl. VAT)	Installation Rate (Excl. VAT)	TOTAL (Excl. VAT)
<b>I</b>	<b>HVAC and Fire</b>					
1	Design, supply and installation of the fire detection and suppression system.	1	sum			
2	Design, supply and installation of the HVAC/climate control plant.	1	sum			
	<b>TOTAL</b>					
<b>J</b>	<b>Testing and Commissioning</b>					
1	Test and commission the entire installation. The contractor shall issue test, certificates, user manuals and As-built drawings.	1	sum			
	<b>TOTAL</b>					



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ITEM	DESCRIPTION	UNIT	QTY	AMOUNT (Excl. VAT)
	<b>SUMMARY</b>			
	<b>DIRECT COST</b>			
	<b>SECTION 1</b>			
1	Preliminary and General	sum	1	
	<b>SECTION 2</b>			
A	Preparation works for the proposed substation upgrades	sum	1	
B	Medium voltage switchgear	sum	1	
C	Low voltage switchgear	sum	1	
D	Transformers	sum	1	
E	Medium Voltage Cable Termination	sum	1	
F	Earthing and Lightning Protection	sum	1	
G	Cables, Routes and Building Modifications	sum	1	
H	Power System Protection	sum	1	
I	HVAC and Fire	sum	1	
J	Testing and Commissioning	sum	1	
	<b>Total Price (Excl. VAT) to be carried over to the Form of Offer &amp; Acceptance C1.1:</b>			R



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---

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	59
C3.2	Annexures	1
	<b>Total number of pages</b>	<b>61</b>

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## SECTION 1

### 1 Description of the Works

#### 1.1 Background

The Port of Port Elizabeth Container terminal operates in containers and skip-tainer handling. Port Elizabeth is also situated midway between the Port of Durban and Port of Cape Town. The terminal is equipped with two (2) Ship to Shore Cranes as well as seventeen (17) Straddle Carriers and have the capacity to handle 300 000 TEU`s per annum. PECT has five major substations that receives electricity from the main TNPA substation, these five units are maintained by TPT. These four substations are critical as it supplies power to the entire container terminal including all the STS cranes, buildings, reefers and high mast lights.

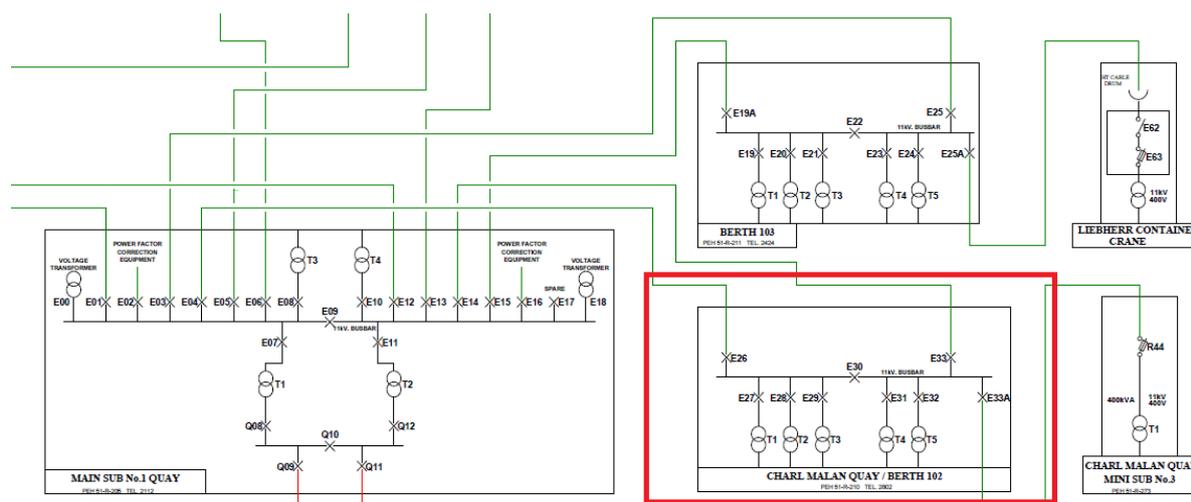


Fig 1: PECT HT Schematic

The above line diagram indicates the route that the electricity supply follows when distributed in the port. The diagram is highlighting the substation that is concerned with this contract.

#### 1.2 Problem Statement

The switchgear inside the substation 102 is severely corroded resulting in a number of safety risks. The non-availability of climate control plant inside the substation building is the major root cause to the problem.

### 1.3 Project High Level Scope:

The works that the *Contractor* is to perform include but is not limited to the following:

- Refurbishment of Berth 102 substation.
- The *Employer's* scope of works is based on the conditional assessment reports that will be made available to the *Contractor*. This shall include a network single line diagram which will be provided to assist with pricing of the works.
- High level designs and specifications shall be provided by the *Employer* (Annexure A).
- Supply and install medium voltage switchgear.
- Supply and install low voltage switchgear.
- Size, supply and install Battery Tripping Unit.
- Supply and install LV cables.
- Verification of the existing earthing and lightning protection system for the substation.
- Perform MV switchgear protection setting calculations, relay coordination and grading, and relay programming.
- Test, commission, and handover the MV and LV switchgear.
- Make good of the substation walls and floors.
- Design, supply, and installation of the HVAC.
- Design, supply and installation of the fire detection and protection system.
- The *Contractor* shall provide all the required designs in addition to the *Employer's* high-level designs for the completion of the works.
- All designs shall be submitted to the *Project Manager* for acceptance. All design developments which the *Employer* deems to be critical shall be progressively communicated with the *Employer* for alignment.
- During construction, Transnet's Port electrical appointed personnel shall perform all the required switching and control work permits.
- The *Contractor* shall submit a notification of switching to the *Project Manager* 7 working days prior to the required work being performed.
- Commission and testing of the entire installation and handover to the *Employer*.

#### 1.4 **Employer's objectives**

The *Employer* is Transnet Port Terminals (TPT) and the eventual owners of the works. TPT requires the refurbishment of a substation in the Port of Port Elizabeth.

The *Employer's* objectives are to achieve Completion of the Works by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards and whilst minimising disruptions to on-going port and terminal operations and the operations and activities of other stakeholders.

#### 1.5 **Interpretation and terminology**

For the purposes of this contract for all matters regarding technical decisions, Acceptance of Engineering related technical documents, Testing, Commissioning and any matters pertaining to the context of the Occupational Health and Safety Act, the *Contractor* is required to cooperate with the *Employer's* Engineers/Professional Engineers as per Core Clause 25.1 and Core Clause 14.2 as delegated by the *Project Manager*, for the former and as applicable in the context. The instructions received by the *Contractor* shall be interpreted as lawful in matters pertaining to the former if the Instruction has been endorsed by both the *Project Manager* and the *Employer's* Engineers/Professional Engineers as applicable in the context. The *Employer's* Owners Team shall be named post award of the contract and prior to commencement of the Works. The *Contractor* is further advised that, in compliance to NEC3 ECC Core Clause 25.1, that co-operation with the *Employer's* Engineers and other representatives of the *Employer* (Others) is a requirement of this contract and the *Contractor* is to allow, grant and facilitate all reasonable access that may be required by the *Employer's* Engineers and Others as applicable, for the provision of the Works.

The following abbreviations are used in this Works Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
A	Ampere
ACB	Air Circuit Breaker
AIA	Authorised Inspection Authority
AIS	Air Insulated Switchgear
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CEMPr	Construction Environmental Management Programme
CD	Compact Disc

CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CHSO	Construction Health and Safety Officer
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CM	<i>Construction Manager</i>
COC	Certificate of Compliance
COLTO	Committee of Land and Transport Officers
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
D	Diameter
DSTI	Daily Safety Task Instruction
DTI	Department of Trade and Industry
DWG	Drawings
EA	Environmental Authorization
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
EO	Environmental Officer
ETAP	Electrical Transient Analyzer Program
FAT	Factory Acceptance Test
FEL	Front End Loading
FIC	Field Inspection Checklist
GIS	Gas Insulated Switchgear
HAW	Hazard Assessment <i>Workshop</i>
HAZOP	Hazard and Operability Study
HS	Health and Safety
HSSP	Health and Safety Surveillance Plan
HVAC	Heating, Ventilation and Air Conditioning
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
ISPS	International Ship and Port Facility Security
JSA	Job Safety Analysis
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low Voltage



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LT	Low Tension
m	metre
MV	Medium Voltage
mm	millimetre
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
Native	Original electronic file format of documentation
ONAN	Oil Natural Air Natural
PE	Port Elizabeth
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRA	Private Security Industry Regulatory Authority
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
PVC	Polyvinyl Chloride
QA	Quality Assurance
QC	Quality Control
R&D	Research and Development
SACPCMP	The South African Council for the Project and Construction Management Professions
SANS	South African National Standards
SAT	Site Acceptance Test
SASRIA	South African Special Risks Insurance Association
SCADA	Supervisory Control and Data Acquisition
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SHEQ	Safety, Health, Environment and Quality
SIP	Site Induction Programme
SMP	Safety Management Plan
SOC	Safety Observation Conversations
SOC	State Owned Company

SSRC	Site Safety Review Committee
SF6	Sulphur Hexafluoride
TEU	Twenty-foot Equivalent Unit
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
VT	Voltage Transformer

Terminology	Description
<i>Employer</i>	For the purpose of this document, the <i>Employer</i> shall be regarded as Transnet Port Terminals
<i>Contractor</i>	For the purposes of this document the <i>Contractor</i> refers to the person(company) whom has been awarded the contract to perform the works stipulated by the <i>Employer</i>
Specialist	Is a person or company appointed by the <i>Contractor</i> or <i>Employer</i> who has significant expertise in execution of a particular work
<i>Employer's Engineer</i>	For the purpose of this document, the <i>Employer's Engineer</i> is a technical representative appointed by the <i>Employer</i> who holds a Bsc/Beng/Btech/Ndip and registered with ECSA as Pr Eng/Pr Tech in a relevant field of engineering. The purpose for the <i>Employer's Engineer</i> is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item
Supported	For the purpose of this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.

## **2 Employer and Contractor's design**

### **2.1 Employer's design and provisions**

The *Employer's* design for the *Works* is:

#### **2.1.1 Electrical:**

- a. The high-level designs for the MV reticulation, for the Substation.
- b. The selection of electrical Plant and switchgear associated with the MV systems.
- c. The substation building and plant layout.
- d. The *Employer's* standards and conditional assessment report.
- e. The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *Works* of this contract ONLY.

#### **2.1.2 Contractor's design**

All designs undertaken by the *Contractor* as per the below clauses are required to be endorsed by an ECSA Registered Professional Engineer/Professional Technologist suitably experienced in the relevant discipline.

##### **2.1.2.1 The Contractor is to design the following parts of the Works:**

- a. All supporting infrastructure required. These may include, but is not necessarily limited to, cableways, cable support systems, conduit systems and arrangement, piped systems and pipe support systems, and the selection of fasteners and fastening systems for these items, where required and not specified, referenced or detailed by the *Employer*.
- b. All designs of all MV and LV distribution panels.
- c. The Earthing and Lightning Protection design.
- d. Designs required for the HVAC and fire systems.
- e. The *Contractor* shall submit detailed drawings and Workshop details for all designs to the *Project Manager* for acceptance by the *Employer's* Engineers.
- f. Concrete mix designs, descriptions and properties for wearing and levelling courses.
- g. All and any equipment, formwork, and temporary work associated with the provision of the *Works*.
- h. The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the existing infrastructure.

- i. The *Contractor* is wholly responsible for all design coordination, integration and liaison activities involved in the Works, and shall take all measures necessary and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timeous completion of the Works and to the appropriate quality. When these activities require the involvement of the *Employer's* Professional Engineering team or any other stakeholders, the *Contractor* is required to make these arrangements with due consideration of the *Employer's* Professional Engineering team's availability and the availability of other stakeholders.
- j. The *Contractor* shall submit drawings and Workshop details for all designs to the *Project Manager* for acceptance by the *Employer's* Engineers.
- k. All residual design responsibility and overall responsibility for the total design solution for the Works rests with the *Contractor*.
- l. The *Contractor* shall engage the services of ECSA registered Engineers and/or Technologists for all aspects of the Works for which the *Contractor* is to design.
- m. The *Contractor* shall thus be wholly accountable and responsible for all aspects of the *Employer's* high-level designs.
- n. The *Contractor* shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa and the particular requirements, specifications, and regulations of the *Employer* pertaining to Health and Safety, Environment, Quality and Engineering.
- o. The *Contractor* shall be wholly accountable and responsible for the implementation of the aspects of his designs including commissioning, putting into service, and handover of his constructed designs to the *Employer*, and his duly appointed ECSA registered Engineers shall be held accountable and responsible for these aspects of the Works for the duration of the Works.

#### **2.1.2.2 Use of *Contractor's* design**

- a. The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the Works for any purpose in connection with refurbishment, repair, and maintenance of the Works with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- b. 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 of this contract.

### 2.1.2.3 Design of Equipment

- a. The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:
  - Any formwork required to Provide the Works temporary electrically powered compressed air systems and pneumatic equipment that may be required to Provide the Works.
  - Small electrically powered equipment
  - Equipment designed for the lifting of personnel to access any areas necessary to Provide the Works, which are not at ground level.
  - Equipment designed for the lowering of personnel to access any areas necessary to Provide the Works, which are below ground level.
- b. The following principal Equipment categories deployed for the *Contractor* to Provide the Works require its design to be accepted by the *Project Manager*.
  - Temporary petrol- or diesel-powered compressed air systems and pneumatic equipment that may be required to Provide the Works
  - Small petrol- or diesel-powered equipment
  - Specialist Equipment required to Provide the Works
  - Rigging platforms and specialised rigging Equipment that may be required by the *Contractor* to Provide the Works.
  - Launching platforms and incremental launching equipment that may be required by the *Contractor* to Provide the Works
  - Temporary access platforms, ladders, walkways, scaffolds, and any other temporary structures required to Provide the Works.
  - The design of Equipment is considered in terms of this contract as *Contractor's* design.

### 2.1.2.4 Equipment required to be included in the Works

- a. Any shuttering/formwork that is left in-situ as required by the design of the *Works* and necessary for the provision of the *Works*.

### **3 Procedure for submission and acceptance of *Contractor's* design**

#### **3.1 The *Contractor* shall address the following procedures:**

- a. The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- b. The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.
- c. All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- d. Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of the responsibility for the correctness of information, or conformance with his obligation to Provide the Works. This obligation rests solely with the *Contractor*.
- e. After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- f. The *Contractor* shall allow the *Project Manager* 14 working days (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- g. On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 14 working days. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- h. Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised

documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

- i. The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the *Employer's* Engineer's and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the *Works*.
- j. In undertaking the *Works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard. The *Contractor* shall submit his designs to the *Project Manager* for acceptance before commencing with any manufacturing or construction.

### 3.2 Review and Acceptance of *Contractor* Documentation

- a. The *Contractor* submits documentation as the '*Works* Information' requires to the *Project Manager* for review and acceptance.
- b. In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard.
- c. The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the *Works* Information are not adhered to.
- d. The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *Works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *Works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

### 3.3 As-built drawings, Operating manuals and Maintenance schedules

The *Contractor* provides the following:

- a. As-Built/Final Documentation
  - In undertaking the *Works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard.
- b. Installation, Maintenance and Operating Manuals and Data Books

- 
- The *Contractor* prepares two (2) marked up hard copies of the latest revision of the *Employer* documents/drawings to represent the As-Built/Final status.
  - The mark-ups shall be in RED pencil or pen and be complete and accurate. The *Contractor* submits same to the *Project Manager* under cover of a *Contractor's* Transmittal Note.
  - The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
  - Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
  - The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
  - The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
  - The address, phone numbers, fax numbers and reference numbers of all Sub-*Contractors* is provided
  - Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated. The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
    - Project No./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

o *Contractor Name*

a. Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:

3 x hard copies (Full size)

4 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

### 3.4 Anticipated Key Dates for the Project

The following key dates for the various activities are proposed and activities may be proposed simultaneously.

<b>Activity No</b>	<b>Activity</b>	<b>Duration</b>
1	<b>Site Establishment</b>	2 weeks
2	<b>Long Lead Items:</b>	6 months
2.1	Design and Supply of LV Switch Gear	4 months
2.2	Design and Supply of MV Switch Gear	6 months
3	<b>Allowance for project meetings, month progress meetings and reports, risk reduction meetings</b>	Ongoing
4	<b>HVAC and Fire Suppression System</b>	2 months
5	<b>Building Modifications</b>	1 month
6	<b>Installation of LV Switch Gear</b>	2 weeks
7	<b>Installation of MV Switch Gear</b>	2 weeks
8	<b>Commissioning</b>	1 month
9	<b>Handover</b>	1 month

## 4 Construction

### 4.1 Temporary Works, Site services & construction constraints

- a. The *Contractor* shall comply with the requirements of the *Employer* with regard to site entry and security control, permits, and Site regulations.
- b. The *Contractor* complies with the following requirements of the *Employer*:
  - The *Contractor* shall attend all necessary Safety Inductions and ensure that all personnel engaged in the provision of the *Works* are inducted as directed by the *Project Manager*.
  - The *Contractor* and all personnel engaged in the provision of the *Works* shall attend all Safety Inductions as required by the TPT Control Officer as directed through the *Project Manager*.
  - The *Contractor* and all personnel engaged in the provision of the *Works* shall attend all Safety Inductions as required by the *Employer's* Safety Officer, *Employer's* Electrical Engineer and/or as directed by the *Project Manager*.
  - All work subsequent to the energizing of the proposed substation shall be supervised by a Transnet Category C "Green" for work that does not involve MV switching operations; and a Transnet Category A "Brown" certified officer for work that involves MV switching operations.
- c. The *Contractor* shall make arrangements for the Transnet Category A "Brown" officer to arrange access to the substations during the execution of the *Works*.
  - All personnel working or accessing the substation are required to sign the Substation Register and indicate the time of entry, time of exit and the details of the work carried out.
- d. The *Contractor* shall obtain access permits from the TPT Permit Office, and the *Employer's* Safety Officer before accessing the site.
- e. The *Contractor* shall obtain the relevant work permits from the TPT control officer, and the *Employer's* Safety Officer before performing any work.
- f. The *Contractor* shall at all times comply with the Transnet MV Safety Instructions "Blue Book" whilst providing the *Works*.
- g. The Safety Inductions, Access Permits and Work Permits are part of this contract and the *Contractor* shall make allowance for it in his *Price* and *Schedule*.
- h. The *Contractor* shall ensure that all relevant safety inductions and access permits are obtained well before the Site Access Date as reflected in the Contract Data.

- i. The Port of PE is a designated Security Areas under the ISPS requirement, and in terms of this, all access into the Port area will be strictly controlled. Compliance to these security requirements, including labour transport and access requirements, obtaining and maintaining access cards for the *Contractor's* personnel on Site is part of this contract, and the *Contractor* shall make allowance for it in his *Price* and *Schedule*.
- j. The *Contractor* shall obtain the TPT entry permits for all the *Contractor's* personnel within the Port of PE in accordance with the access control requirements of the Port and the *Contractor* shall make allowance for it in his *Price* and *Schedule*. The *Contractor* is also required to obtain the relevant permits for his Sub-*Contractors* and all suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, suppliers and Sub *Contractors*, and is to nominate a single person to liaise with the relevant port and terminal authorities and the *Contractor* shall make allowance for it in his *Price* and *Schedule*.
- k. The *Contractor* provides all staff working within the Project with *Contractor* identification cards which detail the person's name, identity number and the foreman / engineer responsible. The provision of construction personnel with ID cards is considered part of this contract and shall be made by the *Contractor* to a standard acceptable to the *Project Manager* and the *Contractor* shall make allowance for it in his *Price* and *Schedule*.
- l. The *Contractor* is to be in constant consultation and cooperation with the Port's security operations to ensure compliance with all the required security procedures and the *Contractor* shall make allowance for it in his *Price* and *Schedule*.

#### **4.1.1 Restrictions to access on Site, roads, walkways and barricades**

Access route to Site:

- a. All vehicles are subject to security checks and all Plant and Equipment brought into the facility and leaving the facility are required to be security cleared by the relevant authorities (*Project Manager* and TPT Security Manager) before access or exit is granted, as the situation may require.
- b. The *Contractor* is required to arrange for the clearing of the items with the *Project Manager* and the TPT Security Manager well in advance of the access or exit requirement to avoid delays in the provision of the Works.
- c. The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the *Employer's* operations if any.

To this end access routes are allocated and co-ordinated by the *Contractor* in liaison with the *Project Manager*.

- d. The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times. This includes providing flagmen, protective barriers, signage, etc for protection, direction and control of traffic.
- e. The *Contractor* shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas on site. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.
- f. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations or other possible *Contractors* on site.

#### **4.1.2 Barricades and fencing around site**

- a. The *Contractor* shall be responsible for providing a temporary barricade fence between the port operations and the construction site and maintaining, providing, and/or relocating, if required for construction purposes; the ISPS standard palisade fence to ensure the boundary fence is continuous, and the *Contractor* shall make allowance for it in his Price and Schedule.
- b. The *Contractor* shall ensure that his site access gate is manned 24hrs a day for the duration of the Works and over any builder's breaks, by a Security Provider acceptable to the *Project Manager* and registered with the PSIRA and the *Contractor* shall make allowance for it in his Price and Schedule.
- c. The *Contractor* shall obtain permission from the *Project Manager* and Security Manager prior to erecting and/or dismantling including temporarily relocating any section of the ISPS standard boundary fencing.

#### **4.1.3 Restrictions to access on Site**

- a. The *Contractor* is prohibited from entering the *Employer's* Operational Areas.
- b. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- c. The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction areas.

#### **4.1.4 People restrictions on Site; hours of work, conduct and records:**

- a. 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.
- b. All *Contractor's* staff and labour engaged in the provision of the Works shall comply with *Employer's* safety requirements and are equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.
- c. In the event that the *Contractor* requests to work overtime, the *Contractor* will be liable for the supervision cost required from the *Employers* team during the Works.
- d. The *Contractor* keeps daily records of his people, Plant and equipment engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the *Project Manager* and/or the PIRM at all reasonable times. (summarised activity and progress for the day must be mentioned)
- e. Minimum requirements of people employed on the Site are as follows:
  - South African identity document or passport/ visa and work permit for foreign nationals;
  - Employment of local labour only for unskilled and semi-skilled job categories as per PIRPMP;
  - Secondment of skilled core/ permanent employees if skills are not locally available;
  - Pre-employment medical examinations; and
  - Induction in IR matters and conditions of employment on the Project.
- f. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

#### **4.1.5 Health and safety facilities on Site**

- a. The *Contractor* is referred to Annexure D: *Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3).

#### **4.1.6 Title to Materials from dismantling, demolition and excavation**

- a. The *Contractor* has no title to any materials arising from dismantling, excavation and demolition in the performance of the *Works* with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1. Disposal to be catered for by the *Contractor*, no waste will be disposed in any TPT waste receptacles or left on site.

#### **4.1.7 Cooperating with and obtaining acceptance of others**

The *Contractor* performs the *Works* and co-operates with:

- a. The *Contractor* performs the *Works* and co-operates with the *Employer* (including the agents of the *Employer*) who operate on Site during the entire duration of the Contract period.
- b. The *Contractor* performs the *Works* and co-operates with the *Employer's* Engineers, (including the agents of the *Employer's* Engineers) who operate on Site during the entire duration of the Contract period.
- c. The *Contractor* performs the *Works* and co-operates with The *Employer's* Team (including the agents of the Management Consultants if any) who operate on Site during the entire duration of the Contract period.
- d. The *Contractor* performs the *Works* and co-operates with The TPT Control Office and agents of the TPT Control Office who operate on Site during the entire duration of the Contract period.
- e. The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

#### **4.1.8 Publicity and progress photographs**

- a. The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public.

- b. 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*.
- c. The *Contractor* provides a notice board showing the *Employers* Details, The *Employers* Agent's Details and the *Contractor's* Details at the site.
- d. The *Contractor* shall submit the graphic design and the structural support designs of the notice board to the *Project Manager* for acceptance before fabricating or erecting it.
- e. The *Contractor* provides progress photographs at monthly intervals in digital format as part of the *Contractor's* monthly programme narrative report. The photos shall include detailed, close photos of construction activities as well as aerial photographs showing general progress.

#### **4.1.9 Contractor's Equipment**

- a. 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.
- b. The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:
  - Equipment used by the *Contractor* to Provide the Works shall be assembled and disassembled within the *Contractors* work area and site boundaries or lay-down areas as authorised by the *Project Manager*.
  - The *Contractor* is required to remove all equipment that is not part of the Works from site after completion of the Works and before de-establishment of the site.
  - All and any equipment used by the *Contractor* for the provision of the Works shall comply to the *Employer's* SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the *Project Manager* in liaison with the *Employer's* Engineers or the *Employers* Consultants.

#### **4.1.10 Equipment provided by the Employer**

The *Employer* shall not provide any Equipment to the *Contractor* for the purposes of this contract.

#### **4.1.11 Site services and facilities:**

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

- a. For the duration of the Contract, the *Project Manager* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, *Workshops*, and other *Contractor's* Equipment.
- b. The locations of the potential lay down areas will be identified at the site clarification meeting. The *Contractor* may establish a site camp anywhere within the boundary of this area that does not impede the provision of the *Works*.
- c. The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates.
- d. The area may be used for offices, stores, casting yards, repair shops, concrete batch Plants and any other engineering work that may be required.
- e. All preparation and fencing, etc. shall be done by the *Contractor* and shall be allowed for in his Price, this includes clearing away and leaving clean and clear at completion.
- f. The *Contractor* shall provide everything else necessary for Providing the *Works*

#### **4.1.12 Connections to services for Contractor's use:**

- a. A supply point for Potable Water on Site shall be provided.
- b. The connection points for the Potable water shall be identified at the site clarification meeting.
- c. The *Project Manager* will arrange for the closing of the water valves during the installation of the metered take-off points.
- d. The *Contractor* shall be responsible for providing water for all other Working Areas where not provided by *Employer*.
- e. The *Contractor* shall provide everything else necessary for Providing the *Works* in accordance with this contract and attached Annexures.
- f. Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

#### **4.1.13 Facilities provided by the Contractor:**

- a. The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- b. All costs for preparation of the site establishment area are to be allowed for in the *Contractor's Price*.
- c. The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- d. The *Contractor* installs a metering device, which is acceptable to the *Project Manager* and the *Employer's* Engineers, immediately downstream at each of the *Employer's* connections from where he draws services. The *Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.
- e. The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are included in Price.
- f. The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.
- g. The *Project Manager* conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the *Contractor* rectifies all defaults at his own cost.
- h. The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition inclusive of removal of waste by a compliant waste service provider.
- i. The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the *Works*, lighting shall not impact on the nearby operations or vessel working.
- j. Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.

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- k. The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- l. Wherever the *Contractor* provides facilities and all items of equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- m. Upon completion, and within one month of the date of acceptance of the *Works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- n. No excess or discarded materials or equipment may be buried or dumped within the port boundary.
- o. Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- p. The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- q. No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- r. Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- s. The *Contractor* shall provide a suitably sized construction power supply by means of either municipal supply, or Generation Plant equipment, as required. This must not breach any Environmental noise thresholds as define in the OHS Act and will be designated a noise zone if generating noise above 85db.

- t. The *Contractor* shall be wholly responsible for the provision of this power supply and shall make all the necessary arrangements for the supply, and the maintenance of the supply for the duration of the *Works*.
- u. The *Contractor* shall submit his invoices and/or municipal billing statements for the power supply as part of his Preliminary and General claims for the duration of the *Works*.

#### **4.1.14 The Contractor provides the following facilities:**

- a. Furnished air-conditioned offices. (1 No in accordance to SANS 12200A 8.3.2.1a)
- b. Wherever the *Contractor* provides facilities 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.
- c. Unless explicitly stated as a responsibility of the *Employer*, Connections to Services for *Contractors'* use, 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*.
- d. Existing premises, inspection of adjoining properties and checking work of Others: the *Contractor* will be held responsible for any damage to the existing structures and surfacing caused by the *Contractor* during the execution of this contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Project Manager* on conclusion of the *Works*.
- e. For this purpose, a joint inspection with the *Project Manager* will be carried out prior to occupation of the site(s) and any existing damage noted.
- f. The *Contractor* is required to forward a photographic report detailing the status of the site and drawing attention to any damages noted following the inspection to the *Project Manager* for record purposes.

#### **4.1.15 Control of noise, dust, water and waste**

The *Contractor* complies with the following:

- a. Before moving Equipment onto the Site and Working Areas and commencing the Works, the *Contractor* submits his/her proposed methods of construction which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise and vibration for acceptance by the *Project Manager*.
- b. The *Contractor* is to provide dust suppression as per the CEMP, PES and SES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications (Annexure T: *Contractor* Environmental and Sustainability Specification Guidelines TRN-IMS-GRP-GDL 014.4).

#### **4.1.16 Sequences of construction or installation**

The *Contractor* complies with the following:

- a. The *Contractor* is hereby informed of the requirements of maintaining the continuity of supply to the Port of PE, and is required to arrange and sequence his/her Works so as to ensure that there is no disruption to the Port Operations.
- b. Should it be impossible to avoid a disruption as described in (a) above, the *Contractor* shall notify the *Project Manager and the Employers Engineers* 21 working days before the anticipated disruption and request authorization to commence with the aspect of the Works that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.

#### **4.1.17 Giving notice of work to be covered up**

- a. The *Contractor* notifies the *Project Manager* in writing of any elements of the *Works* which are to be covered up. This notification is given not less than 48 (forty-eight) hours prior to the proposed covering up.
- b. The *Contractor* shall not cover the *Works* without the authorization of the *Project Manager*.
- c. The *Contractor* shall notify the *Project Manager* of any tests and inspections required by the *Employers Quality Management Procedures* and/or the *Employers Engineers* within 14 working days prior to the advent of inspection or tests that require witnessing.

**4.1.18 The Contractor complies with the following constraints in the execution of the Works:**

- a. The *Contractor* is required not to disrupt the continuity of electrical supply to the Port of PE during the provision of the *Works*.
- b. Should it be impossible to avoid a disruption as described in (a) above, the *Contractor* shall notify the *Project Manager* 21 working days before the anticipated disruption and request authorization to commence with the aspect of the *Works* that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.

**5 Completion, testing, commissioning and correction of Defects**

**5.1 The work to be done by the Completion Date**

- a. On or before the Completion Date or Sectional Completion Date, the *Contractor* shall have done everything required to Provide the Works including removal of his/her establishment and equipment from the respective sites but excluding the work listed below which may be done after the Completion Date but in any case before the dates stated in this contract.
- b. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects, which would have, in his/her opinion, prevented the *Employer* from using the *Works* and others from doing their work.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	30 days after Completion

**5.2 Use of the Works before Completion has been certified**

The *Employer* uses the following part / parts of the *Works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

- a) All Cable, Switchgear, Protection relays, Control Systems Plant and Software or any other Electrical or Mechanical Plant installed by the *Contractor* so that the *Employer* may

maintain the functionality of systems and existing Plant that is required by the *Employer* to conduct the *Employers* operational activities, and the operational activities of TPT.

- b) All Cable, Switchgear, Protection relays, Control Systems Plant and Software or any other Electrical or Mechanical Plant installed by the *Contractor* so that the *Employer* may maintain the continuity of the Electrical Supply to the Port of PE.
- c) Any temporary or permanent Lighting installation installed by the *Contractor* that may be required by the *Employer* to be used for the night-time operational activities of TPT or others, as required by the *Project Manager*.

### 5.3 Materials facilities and samples for tests and inspections

The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the *Works*, as per ECC Clause 40.2:

- a. The *Contractor* is required to provide all materials, facilities and samples for any tests required.
- b. The *Contractor* shall furnish samples of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Project Manager*.
- c. The *Contractor* shall furnish samples of any Plant that is other than, or different to, that required by the *Employer's* Engineering Specifications, that shall be utilised in the *Contractor's* Designs, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Project Manager*.
- d. The *Contractor* shall furnish samples of any Plant that is proposed to be used in the *Contractor's* Designs, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the *Project Manager*.
- e. The *Contractor* shall give notice to the *Project Manager* of the required inspection not less than 2 weeks before the inspection is required.
- f. The *Employer* will not provide any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

#### 5.4 Pre-Commissioning Tests and Commissioning

- a. The *Contractor* is referred to Annexure W - High Level Commissioning Plan for details of the inspections tests and activities required for commissioning of Plant. Where the word or expression in the former document reads "Equipment" the meaning is "Plant" and vice versa. The *Contractor* shall develop a detailed Commissioning plan, taking into cognisance the *Employer's* High-Level commissioning plan, as part of the provisions of this contract and submit the commissioning plan to the *Employer's* Agent for acceptance.
- b. The *Contractor* shall arrange for Factory Acceptance Testing of selected Electrical and Mechanical Plant as required by the *Employer* at the Supplier's Premises before any Plant is despatched to site.
- c. The Factory Acceptance Testing shall be witnessed by the *Employer*, but in doing so; the *Employer* assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.
- d. The *Contractor* shall arrange for Factory Acceptance testing for Electrical and Mechanical Plant at the factory of manufacture before the Plant leaves the factory.
- e. The *Contractor* shall arrange Site Acceptance Testing for the selected Plant when it arrives on Site.
- f. The Site Acceptance Testing shall be witnessed by the *Employer*, but in doing so; the *Employer* assumes no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.
- g. The cost of the FATs and SATs, including travel, accommodation and daily stipend for the *Employer*, is part of this contract, and shall be included in the *Contractor's* Price. The anticipated number of persons to be catered for in this regard is 3 (Three) per FAT.
- h. The *Contractor* shall appoint an independent ECSA registered commissioning engineer to conduct and coordinate the commissioning activities, the engineer must have relevant experience in commissioning substations. The Curriculum Vitae of the commissioning engineer shall be submitted to the *Employer* for acceptance before his/her appointment.
- i. The *Employer* reserves the right to reject the proposed commissioning engineer if he/her is deemed unsuitable to carry out the commissioning activities as required by the *Employer*.
- j. The installation shall be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the *Works* are substantially complete.

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- k. The *Contractor* shall provide adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.
- l. The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.
- m. The commissioning process shall, after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions.
- n. The *Contractor* shall prove the full operation, working and compliance of the installation in accordance with the specifications.
- o. A detailed programme of the planned commissioning procedures shall be submitted to the *Project Manager* at least 10 working days before commissioning commences.
- p. The commissioning programme shall include but is not limited to:
- A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
  - Commissioning check sheets,
  - Commissioning programme dates and duration
- q. The *Contractor* shall supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers etc. required to test and commission the complete *Works*.
- r. An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.
- s. The *Contractor* shall perform all tests as required by any Sections or Clauses of the *Works* Information and all tests required by the *Employers* Specifications annexed thereto, and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the *Project Manager*.
- t. Testing and commissioning is considered part of the *Works* and is to be done before completion.

## 5.5 Take over procedures

The *Contractor* provides the following assistance to the *Employer*:

- a. The *Contractor* ensures that the documentation required as per this *Works* Information is presented to the *Project Manager* before Completion.
- b. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the buildings, Plant, Switchgear, other systems that reflect the status of the completed Works for Mechanical, Electrical, Control and Instrumentation, General Layouts and Detail Drawings, (and including Plant within the Works) to present to the *Employer*.

### 5.5.1 Access given by the Employer for correction of Defects

The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

- a. Access into areas already handed over by the *Contractor* for correction of any defect shall be subject to the approval of Port's Operations, and these times shall be communicated to the *Contractor* by the *Project Manager*.
- b. The areas required by the *Contractor* will need to be temporarily barricaded by the *Contractor* before the *Contractor* commences with any corrective work.

### 5.5.2 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

- a. 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 in the *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 as required by the *Employer* and/The Port of PE.

## 5.6 Performance tests after Completion

The *Contractor* performs the following performance tests after Completion of the *Works*:

- a. The *Contractor* is required to demonstrate the functionality and performance of the Protection Relay settings for the Port of PE Substation installation, in its ability to function as a standalone system for the Substation, to the satisfaction of the *Employer's* Engineers.
- b. The *Contractor* is required to demonstrate the functionality and performance of the proposed Substation Protection Relay settings and the grading thereof, as a part of the overall integrated Protection Relay settings and the grading thereof, that service all the substations/works linked to the construction and operations of the proposed Substation.

## 5.7 Training and technology transfer

The *Contractor* facilitates the following requirements for training *Workshops* after Completion for the *Works* in use:

- a) The *Contractor* shall provide training for the *Employer's* selected staff in the maintenance and operations of all specialised Plant and Systems and Software, and FIRE systems, Switchgear and Protection Relays. Attendance Training cost is to be allowed for in the *Contractor's* Price.
- b) The Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.
- c) The *Employer* envisages that the number of staff required to be trained will be 10, the exact number to be confirmed by the *Project Manager* during the provision of the *Works*.

## 6 Plant and Materials Standards and Workmanship

### 6.1 Plant and Materials

- 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* 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*.

## 7 Detailed Engineering Scope of Works

### 7.1 Legal Requirements Regarding Designs

In addition to the specifications, TPT substations upgrade shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

#### 7.1.1 Reference Documents

#### 7.1.2 Legislations

Table 7-1: 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

#### 7.1.3 Standards

Table 7-2: 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)
[15]	SANS 61689	Instrument Transformer
[16]	SANS 62268	Electricity Metering Equipment
[17]	SANS 725	IEEE Guide for Safety in AC Substation Grounding
[18]	SANS 10139	Code of Practice for Design, Installation, Commissioning and Maintenance of Fire Detection and Alarm Systems in Non-Domestic Premises
[19]	SANS 246	Electronic Equipment Installations
[20]	SANS 306	Part 4: CO2 systems
[21]	SANS 369	Part 1: Electrical actuation of gaseous total flooding extinguishing systems
[22]	SANS 369	Part 2: Mechanical actuation of gaseous total flooding and local application extinguishing systems
[23]	SANS 14520	Gaseous fire-extinguishing systems – physical properties and system design

### 7.1.4 Specifications

Table 7-3: List of all Transnet Specifications used in the development of this document

Item	Document Number	Description
[1]	TPD-001-EL&PSPEC	Specification for electrical installations to buildings other than dwellings houses
[2]	TPD-002-DBSPEC	Specification for low voltage distribution boards
[3]	TPD-003-CABLESPEC	Specification for the supply and installation of medium voltage and low voltage electrical cables
[4]	TPD-004-EARTHINGSPEC	Specification for earthing and the protection of buildings and structures against lightning.
[5]	TPD-007-MVSWITCHSPEC	Specification for indoor medium/ high voltage (1kv to 33 kV) alternating current switchgear and control gear

### 7.2 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 <sup>2</sup> /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.	

### 7.3 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
Short Circuit	31.5kA
Neutral Point	Solidly Earthed

#### 7.4 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage:	11kV
Minimum -Maximum system voltage:	10.45kV – 11.55kV
Nominal frequency:	50 Hz ± 2 Hz
No. of phases:	3 Phase
Neutral Point	Solidly Earthed
Short Circuit	25kA

#### 7.5 Design *Works* to be executed by the *Contractor*

- a. The *Contractor* shall appoint a protection specialist/consultant to perform medium voltage protection study for the entire Medium Voltage network.
- b. The *consultant/Contractor* shall procure the latest version of upgrade the *Employers* issued ETAP<sup>PS</sup> software. The package shall include all power systems and protection modules including modules for AC substation grounding system design and cable thermal analysis modules. All load flow, short circuit and protection studies shall be performed using this engineering tool. The procured tool and stand-alone licence shall be handed over to the *Employer* after commission.
- c. The *Consultant/Contractor* shall be in possession of a high-performance laptop that can run the mentioned required software.
- d. The *Consultant* shall perform a modelling and simulation study of the entire network using the latest version of ETAP and produce a load flow, short circuit and protection study report for acceptance by the *Employer*.
- e. The *Consultant* shall implement the protection settings of the entire network based on the simulated model and protection study report.

- f. The *Contractor* shall test the integrity of the existing earthing a system at substation. The *Contractor* shall submit all test results to the *Project Manager* for acceptance by the *Employers Engineer*.
- g. For the proposed new installation and in the case where the existing earthing and bonding system does not comply with the requirement of SANS 10313, the *Contractor* shall perform full/parts of the design of the earthing system for substation. All designs performed by the *Contractor* shall be submitted to the *Employers Engineer* for acceptance prior to execution.
- h. All detailed designs of the plant in accordance with the specifications incorporated in this contract.

## **7.6 Construction Works to be executed by the Contractor**

### 7.6.1 MV Switchgear Installation

The *Contractor* shall apply for a working permit two weeks before any commencement of the MV works and ensure minimal disruption to operations.

#### 7.6.1.1 Existing Switchgear (and the associated installation) Disconnection in the Substation.

- a. The *Contractor* shall disconnect, remove and dismantle the existing 11kV MV switchgear. The removed 11kV switchgear shall be transported by the *Contractor* to a designated area within the Port.
- b. The *Contractor* shall disconnect and remove the existing battery charger with battery banks and associated accessories including loading, transportation within the Port parameters; offloading and safe disposal storage as instructed by the *Project Manager/* PECT Technical Manager.

#### 7.6.1.2 Substation MV Plant SoW

- a. The *Contractor* shall supply, install and commission two 11kV incomer panels complete with protection relays, Current and voltage transformers as per specification TPD-007-MVSWITCHSPEC and drawing no: 2233497-2-000-E-LA-0001-04&02. The panels shall be bottom cable entry to allow installation of incoming cables from the Trench. The panels cable termination compartments shall be designed suitable for EN 50181 and DIN 47637 plug type terminations.
- b. The *Contractor* shall supply, install and commission six 11kV transformer feeder panels complete with protection relays and instrument transformers as per specification TPD-007-MVSWITCHSPEC, and drawing no: 2233497-2-000-E-LA-

0001-04/02. The panels shall be bottom cable entry to allow feeding cables to the Trench. The switchgear cable termination compartments shall be designed suitable for EN 50181 and DIN 47637 plug type terminations.

- c. The *Contractor* shall supply, install and commission one 11kV bus-section panel equal to the incomer panel, complete with protection relays and instrument transformers as per specification TPD-007-MVSWITCHSPEC, and drawing no: 2233497-2-000-E-LA-0001-04/02.
- d. The *Contractor* shall supply, install and commission two 11kV bus-riser panels/bus-bar Earth and VT panels.
- e. The *Contractor* shall design, supply, install and commission the battery bank (enclosed in a cabinet) and battery terminal unit for the 11kV switchgear complete with protection and wiring.
- f. The *Contractor* shall design, supply, install and commission a complete arc ducting system for the 11kV switchgear as per specification TPD-007-MVSWITCHSPEC. (Ducting to extract to exterior of substation with suitable weatherproof stainless-steel cowl).

#### 7.6.2 LV Switchgear Installation

- a. The *Contractor* shall apply for a working permit 7 working days before any commencement of the LV works and ensure minimal disruption to operations.
- b. The *Contractor* shall disconnect, remove, and dismantle the existing 400V LV switchgear. The removed 400V switchgear shall be transported by the *Contractor* to the to a designated area within the Port and handed over to the electrical supervisor.
- c. The *Contractor* shall design, supply and install a Low Voltage Substation Distribution Board for the substation as per Specification no TPD-002-DBSPEC, TPD-001-EL&PSPEC and TPD-003-CABLESPEC.
- d. The *Contractor* shall design, supply, and install a control panel for the proposed MV switchgear complete with cabling works as per Specification no TPD-002-DBSPEC, TPD-001-EL&PSPEC, and TPD-003-CABLESPEC.

#### 7.6.3 Cable Installation

- a. The *Contractor* shall disconnect the existing MV feeder and incomer cables from the existing MV switchgear. The mentioned cables to be disconnected shall be reused in the new installation with new termination kits.

- b. The *Contractor* shall disconnect the existing LV feeder and incomer cables from the existing LV switchgear. The mentioned cables to be disconnected reused in the new installation with new termination kits.
- c. The existing cable terminations shall be handed over to the PECT electrical supervisor.
- d. The *Contractor* shall supply new MV plug type terminations designed to EN 50181 and DIN 47637. The *Contractor* shall install and terminate all existing MV cables with new termination kits as per SANS 101980-4, Transnet specification TPD-003-CABLESPEC and drawing no: 2233497-2-000-E-LA-0001-04/02. The *Contractor* to note that the switchgear cable compartment shall be manufactured (with the female end) to suit the plug type termination.
- e. The *Contractor* shall supply new LV standard type terminations. The *Contractor* shall install and terminate all existing LV cables with new termination kits as per SANS 101980-4, and Transnet specification TPD-003-CABLESPEC.
- f. The *Contractor* shall seal and make good all cable entries and exits of the substation to block water from entering the substation trenches.

#### 7.6.4 Transformer bunding in the substation.

- a. The *Contractor* shall design supply and install a 316 stainless-steel containment tray around the existing transformers to contain the oil leaks from the transformers as required by SANS 10142.

#### 7.6.5 Design, Supply and Installation of new HVAC systems

- a. The *Contractor* shall design, supply and install a full HVAC system for the new substation. This shall also include the testing and commissioning of newly installed HVAC system.
- b. The HVAC system which needs to be designed, shall be a positively pressurised air conditioning system, in order to prevent ingress of dust and other fine particulate matter. This design shall be carried out in accordance to the relevant SANS and ASHRAE design codes for this particular application to ensure efficiency and compliance.
- c. The HVAC design shall make allowances for proper air flow in and out of the substation.
- d. The ventilation of the building must be in accordance with the requirements of the Occupational Health and Safety Act 85, 1993 and the relevant SANS codes

or as amended. The premises must be fully air-conditioned, with all maintenance, repairs and replacements the responsibility of the *Employer*.

- e. The HVAC system shall be designed to conform to the SANS 10400 O and all other applicable standards.
- f. All refrigerants used in HVAC systems and gaseous, fire suppression systems used must have an Ozone Depletion Potential (ODP) of zero and a very low Global Warming Potential.
- g. HVAC Distribution Efficiency:
  - All supply and return air branch ducts shall include the appropriate style of volume damper. Air terminal devices such as grilles, registers, and diffusers shall be balanced at duct branch dampers, not at terminal face.
  - All ductwork shall comply with SANS 1238 and all the codes referred to herein
  - All medium- and high-pressure ductwork systems shall be pressure-tested.
  - All ductwork shall be externally insulated. No interior duct liner shall be permitted.
  - All HVAC equipment shall be isolated from the ductwork system with flexible duct connectors to minimize the transmittance of vibration.
  - All mechanical system components shall be new.

#### 7.6.6 Design, Supply and Installation of new Fire Protection systems

- a. The *Contractor* shall design, supply, install, test and commission a full fire suppression and detection system in all the rooms of the substation. This system must include fire detection for the room (including the fire detection in cable trenches), fire signage, as well as an automatic gas suppression system.
- b. A fire stopping solution shall be installed between rooms and within the trenches. This will slow down the spread of a fire for a calculated length of time and would also allow for the designed suppression system to extinguish the fire.
- c. The *Contractor* shall supply and install fire and explosion proof barriers between the transformers in order to prevent fire spread and equipment damage due to explosions.
- d. The *Contractor* shall perform room integrity testing on each of the rooms of the substation, in order to ensure that all openings are tightly sealed to provide

efficient containment of the fire suppression gas during a fire event. This would require any holes in walls, ceilings, etc. to be sealed using the correct method for the application.

- e. Any roller shutter doors, windows, louvers, etc. may require sealing along the edges, or alternatively, the installation of fire curtains to prevent the release of gasses to the outside during a suppression event may be required.
- f. All inter-leading doors shall be fire rated to prevent a fire spreading between building compartments. The current doors need to be checked and replaced if required.
- g. Fire control, safety and risk management shall be conducted in full compliance with the National Building Regulations, SANS 10400-T, as amended and with all other applicable codes, Legislation and Regulations. It will be required that a complete Fire systems report be submitted, along with all other information regarding Fire Compliance.
- h. The control panel for the monitoring of the fire detection system will be fitted to a Security Control Room to facilitate 24-hour monitoring.
- i. All mechanical system components shall be new.

#### 7.6.7 Substation building refurbishments

- a. The *Contractor* shall supply and Install new fire rated doors for the substation building.
- b. The *Contractor* shall supply and Install new signages in accordance with the OHS Act.
- c. The *Contractor* shall undertake minor building refurbishments which includes but will not be limited to making good the substation floor, roof and walls. A provisional sum will be provided to undertake this work and the extent of the work shall be assessed and agreed in execution.
- d. All works shall be in accordance with SANS 10400 and the OHS Act.

#### 7.6.8 Testing and Commissioning of the installation

- a. The *Contractor* shall conduct a Factory Acceptance Test (FAT) for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The FAT shall be conducted in the presence of the *Employer's* Engineers. The legal transfer of ownership from the Plant's supplier to the *Contractor* shall

be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.

- b. The *Contractor* shall conduct a Site Acceptance Test (SAT) for all Plant's supplied, offloaded and delivered to the designated *Employer's* site. The SAT shall be conducted in the presence of the *Employer's* Engineer. The legal transfer of ownership from the Plant's supplier to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.
- c. The *Contractor* shall test the MV installation and LV installation and hand over all relevant test certificates to the *Employer's* engineer for acceptance. The *Contractor* shall hand over both MV and LV certificate of compliance respectively as per the OHS Act 85 and SANS 10142-1 and SANS1042-2 for the installation.
- d. The *Contractor* shall test and commission the entire Earthing system as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in the presence of the *Employer's* Engineer. The *Contractor* shall handover all test certificates to the *Employer's Project Manager* for acceptance by the *Employer's* Engineers.
- e. The *Contractor* shall test and commission the protection system.
- f. The *Contractor* shall test and commission all mechanical installations, including but not limited to the HVAC installation, fire suppression installation and the fire detection installation as per the relevant SANS standards and hand over all relevant test certificates to the *Employers Project Manager* for acceptance.

## 8 List of Drawings

### 8.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
PEH51R0275-04-11	0	Port Switching Layout
2233497-2-000-E-LA-0001-04	0A	Substation MV Single Line Diagram

2233497-2-000-E-LA-0001-02	0A	Substation Equipment Layout
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## SECTION 2

### 9 Management and start up

#### 9.1 Management meetings

- 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 reduction 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.

The following meetings of a general nature may be convened and chaired by the *Project Manager/Employers Team* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-Off Meeting	Prior to Commencement of Construction	Port of PE	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Contract Progress Meeting	Fortnightly	Port of PE	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>
Risk Register and Compensation Events	Weekly	Port of PE	<i>Project Manager (and appropriate delegates), and Contractor (appropriate key persons)</i>

Monthly SHE meeting	Monthly	Port of PE	<i>Employer, Project Manager (and appropriate delegates), Contractor (line management, site Supervisors, safety officer, environmental officer and safety reps)</i>
Safety Visible Felt Leadership Walkabout	Weekly	On Site	<i>Project Manager (and appropriate delegates) and Contractor (appropriate key persons)</i>
Safety Workshop	Bi-weekly	On Site	<i>Contractor's site Supervisors</i>
Safety Committee Meeting	Every second month	Port of PE	<i>Employer, Contractor (key persons) and Project Manager (appropriate delegates)</i>

- c. Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within 5 working days of the meeting.
- d. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- e. The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-*Contractor* management reports, as may be required.

## 9.2 Documentation Control

- a. 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*.
- b. The *Contractor* Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03, as contained in the Annexure B.
- c. The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.
- l. The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- m. 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.
- n. 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)

### 9.3 Safety risk management

- a. The *Contractor* complies with the following HAS specifications and standards:
  - i. Annexure D: *Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3)
  - ii. Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
  - iii. National Road Traffic Act.
- b. The *Contractor* ensures that its *SubContractors* comply with the above-mentioned requirements.
- c. 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.
- d. The *Contractor* makes the *Contractor* Health and Safety Specification Guidelines TRN-IMS-GRP-GDL-014.3) available to its employees and *subContractors* in the language of this contract and other local languages as required.
- e. 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*.
- f. 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 D (*Contractor* Health and Safety Specification Guidelines TRN-IMS-GRP-GDL-014.3). One such person is the Clients appointed PrCHSA who will be responsible for obtaining the project construction work permit.

- g. 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 D (*Contractor* Health and Safety Specification Guidelines TRN-IMS-GRP-GDL-014.3)
- h. 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.
- i. 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:
  - iv. Annexure D *Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3)
- j. 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.
- k. 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.
- l. 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
- m. 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.
- n. Transportation of employees will not be allowed at the back of bakkies.
- o. All permit costs required for any activities relating to the project shall be for the *Contractors* account.

- p. The *Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the Site. A health and safety file to be submitted by the *Contractor* 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.

## **9.4 Environmental constraints and management**

### **9.4.1 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 (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. 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.

## 9.5 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.

## 9.6 Quality assurance requirements

### 9.6.1 General Requirements

- a. The *Contractor* shall execute the works in accordance with the project specification General Quality Requirements for *Contractors* and Suppliers included in Annexure G (General Quality Requirements for *Contractors* and Suppliers) of the Works Information.

- b. The *Contractor's* Quality Management System shall conform to the International ISO 9001 Standard or an equivalent standard acceptable to the *Project Manager*.
- c. Prior to the commencement of the works on Site, the *Contractor* shall submit his quality assurance proposal(s) to the *Employer* for review and approval 14 working days post award of tender. Works on Site may only commence once these proposals have been approved by the *Employer*.
- d. This proposal shall detail the *Contractor's* quality management system as it applies to all aspects of supply or service provision, including design, procurement, manufacturing, construction, installation, erection and commissioning. The *Contractor* shall make allowance for the provision of suitably qualified quality control staff to manage and carry out inspection on all supplier/*subContractor* activities in all disciplines included within the Works Information.

## 9.7 Quality Policy

- a. The Quality Policy is a concise document, approved by the *Contractor's* executive management that *defines* organisational goals and objectives with regard to quality, a commitment to meeting stated requirements and an undertaking to drive continuous improvement throughout the organisation's activities. It must be suitable for the organisation and provide a framework for establishing, communicating and monitoring performance against agreed quality objectives.

## 9.8 Project Quality Plan

- a. The *Contractor* shall submit a Project Quality Plan (PQP) within the period stated and in any event no later than 28 working days after the Contract start date, which shall also contain specific proposals and details with regard to quality control (QC) for the scope of the works.
- b. The PQP includes the *Contractor's* statement that outlines strategy, methodology, resources allocation, QA and quality control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- c. 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.
- d. The requirements for a PQP are detailed in the project standard and shall include, but not be limited to, the following:

- i. Include all quality activities relevant to the works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified contractual requirements;
- ii. Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing, etc.) envisaged for use, including confirmation of personnel certification as required;
- iii. Include a list of all proposed method statements for Site-based work activities;
- iv. Include a description of the *Contractor's* project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate the resources committed to the management / coordination of QA / QC activities, both within the *Contractor's* organization and that of his *subContractors* and suppliers;
- v. Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable;
- vi. Identify in the PQP any supplier/*subContractor* work. Supplier/*subContractor* quality plans shall be approved by the *Contractor*, and a copy forwarded to the *Project Manager* for approval;
- vii. Include the proposed Authorized Inspection Authority (where applicable - for pressurized equipment and systems);
- viii. Include a Data Book Index, scheduling the proposed quality records that will form the permanent record of conformance to requirements.

## 9.9 Submissions and Records

- a. The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC3 Clause 31.2 to include details of:
  - i. PQP for the contract;
  - ii. Quality Policy;
  - iii. Index of procedures to be used;
  - iv. A schedule of internal and external audits during the contract.

- b. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the works, including all quality related documents as part of its Quality Plan.
- c. The *Project Manager* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents and the dates upon which the *Project Manager* responded to documents submitted by the *Contractor*.
- d. The index of procedures shall contain a list of the *Contractor's* quality management system procedures to be applied during the course of the works, including any relevant instructions or 3rd tier quality system documentation. Where aspects of the works are to be subcontracted, the *Contractor* shall include procedures for the management of suppliers and *subContractors*.
- e. A schedule of internal and external audits shall be included in the *Contractor's* PQP, detailing the location, frequency and extent of internal and external quality system audits to be carried out during the contract period. The schedule shall include all locations at which such audits are carried, i.e. the *Contractor's* offices and construction Sites, as well as the premises of suppliers and service providers.

## **9.10 Programme**

### **9.10.1 General**

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

### **9.10.2 Programme submission**

A copy of the *Contractor's* First Programme shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Works Information. The *Contractor's* Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package

approved by the *Project Manager*. The preferred software package is Microsoft Projects or Primavera/similar approved.

### **9.10.3 Contract Programme (baseline)**

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery/execution shall be assessed. Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation.

### **9.10.4 Revision to Contract Schedule**

The *Project Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme. Additional detail may be inserted into the Contract Programme at the request of either the *Contractor* or the *Project Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced. All revisions to the contract programme shall be prepared by, and at the cost of the *Contractor*.

### **9.10.5 Supplementary Programmes**

The *Project Manager* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Project Manager* shall not unreasonably request supplementary programmes.

### **9.10.6 Cash Flow**

The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

### **9.10.7 Progress Reporting**

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a biweekly basis, update and submit the contract programme and the progress to the *Project Manager*. The contract programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme: The contract programme "baseline" activity bar The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

### **9.10.8 Progress Monitoring and Review**

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme, and
- actions required to remedy any deviations.

### **9.10.9 Monthly Status Report**

The *Contractor* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

- As a minimum the report shall include:
  - progress against the current approved contract programme;
  - summary of progress achieved during the period;
  - list of milestones achieved during the period;
  - status of design, procurement, and off-site works;
  - status of on-site works;
  - deviations from the contract programme "baseline", and in particular, the forecast completion
  - dates of activities which have or should have commenced;
  - status of approvals;

- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- cash flow status versus the original forecast.

The progress report shall form the basis of a monthly progress meeting between the Project Manager and the *Contractor*

### **9.11 Staffing**

- a. 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.
- b. The *Contractor* shall submit the CV of his nominated quality representative for the *Project Manager's* review and approval.

### **9.12 Contractor's management, supervision and key people**

- a. The *Contractor* provides an organogram of all his key people, as required by the *Employer* and as stated in the Contract Data, and how such key people communicate with the *Project Manager* and his delegates.
- b. 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.
- c. 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.

- d. 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.

### 9.13 Training *Workshops*

- a. The *Contractor* facilitates the following requirements for training *Workshops*:
- i. Pre-mobilization workshop, scheduled for one week prior to Site establishment. Workshop will be attended by the Site management team including Site agents, all *Contractor's Supervisors* and safety personnel. Additional training will include, but is not limited to, SOC training as well as DSTI training,
  - ii. Formal training as stipulated in the *Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3) to be attended by *Contractors* identified personnel before commencement of any works
- 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

#### **9.14 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.

#### **9.15 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.

#### **9.16 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:
  - Records of design employees location of work or professional engineers engaged by the *Contractor*
  - Records of people and Equipment within the working areas
  - Records of Equipment used and people employed outside the Working Areas
  - Records of quotations, invoices and pay slips.

#### **9.17 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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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specifications stated and notifies the *Project Manager* on each occasion where replacement is required.

## 10 Annexures

### List of Annexures:

- Annexure A : List of Drawings (Section 8)
- Annexure B : *Contractor* Documentation Submittal Requirements: DOC-STD-0001
- Annexure C : Data Books and Manuals: DOC-STD-0014
- Annexure D : *Contractor* Health and Safety Specification Guidelines: TRN-IMS-GRP-GDL-014.3
- Annexure E : General Quality Requirements for *Contractors* and Suppliers
- Annexure F : TPD-001-EL&PSPEC - Technical Specification for the Supply and Installation of Electrical Lighting and Power in Buildings other than Dwelling Houses
- Annexure G : TPD-002-DBSPEC - Technical Specification for the Design and Manufacturing of Low Voltage Distribution Boards
- Annexure H : TPD-003-CABLESPEC - Technical Specification for the Installation of Medium and Low Voltage Cables
- Annexure I : TPD-004-EARTHINGSPEC - Technical Specification for the Design Supply and Installation of Lightning Protection and Earthing for Buildings and Structures
- Annexure J : TPD-007-MVSWITCHSPEC - Technical specification for indoor medium/high voltage (1kV to 33kV) alternating current switchgear and control gear
- Annexure K : TPD-005-FIRESPEC (Issued as a guide. *Contractor* to adhere to SoW requirements)
- Annexure L : High Level Commissioning Management Plan
- Annexure M : Condition Assessment Report (Electrical, Structural and Mechanical)
- Annexure N : *Contractor* Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL 014.4)



## **PART 4: SITE INFORMATION**

### **1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS**

#### **1.1 General Description**

The Port of Port Elizabeth is located on the east coast of South Africa. The Port Elizabeth Container Terminal (PECT) was opened in 1976 with the purpose of handling containerised cargo. The terminal operates in ship tainer and container operations.



*Figure 1: Aerial view of Port Elizabeth Container Terminal*

#### **1.2 Existing Buildings, Structures, Plant and Machinery on Site**

The following building and facilities presently exist on the Site:

- Administration Buildings
- Domestic water pipeline
- 5 Substations
- Storm water system
- Sewer system
- 2 ship to shore cranes
- 1 mobile harbour cranes

- 820 reefer plugs
- 19 straddle carriers
- 3 haulers/ mafi
- 13 bathtub trailers
- 1 sweeper machine
- 3 forklift
- 1 cherry picker

As-built drawings for most of these buildings or facilities are available by prior arrangement from the *Employer*, via requests submitted to the *Employer's Agent*.

### 1.3 Hidden Services

The following (hidden) existing services are expected to be present on Site:

- Storm water
- Sewers
- Fibre-optic telecommunications line(s),
- Electrical supply (LV and MV) for equipment and facilities.

While every effort has been made to provide a fairly comprehensive list, it cannot be assumed that the existing services are limited to this list. Confirmation of existing services shall be done in accordance with the relevant section of Part C.3 – Works Information.

### 1.4 Other Reports and Publicly Available Information

#### 1.4.1 Climate and Weather

The values are retained from the monthly weather forecast for the Port of Port Elizabeth / Gqeberha as listed below:

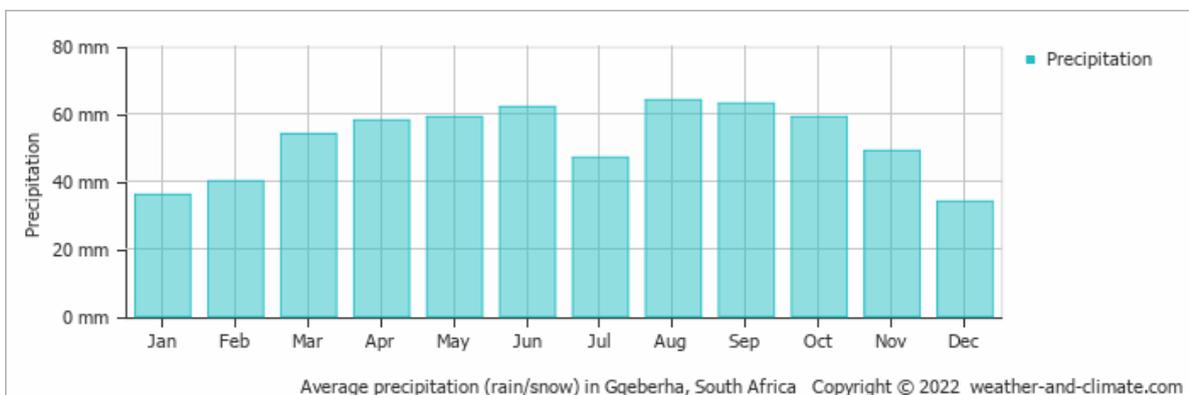


Figure 2: Cumulative rainfall per month

TRANSNET PORT TERMINALS

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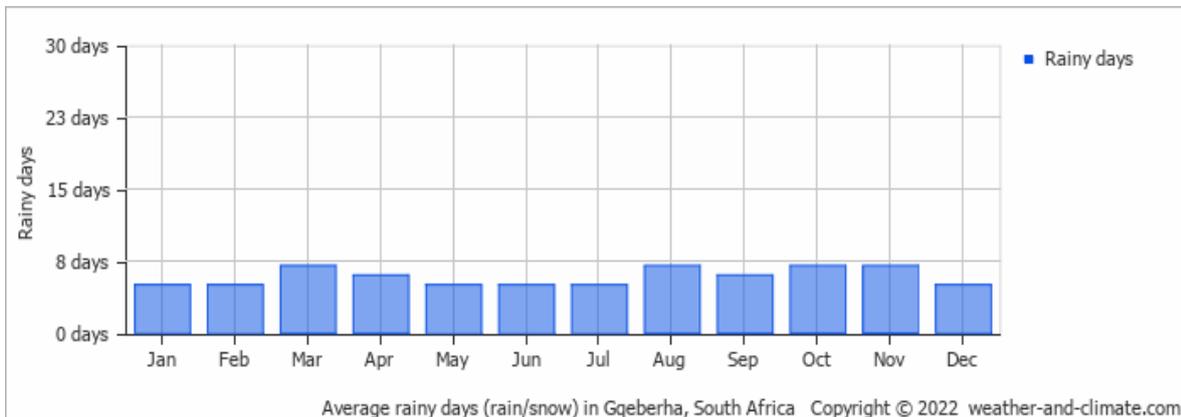


Figure 3: Average number of days per month with rainfall

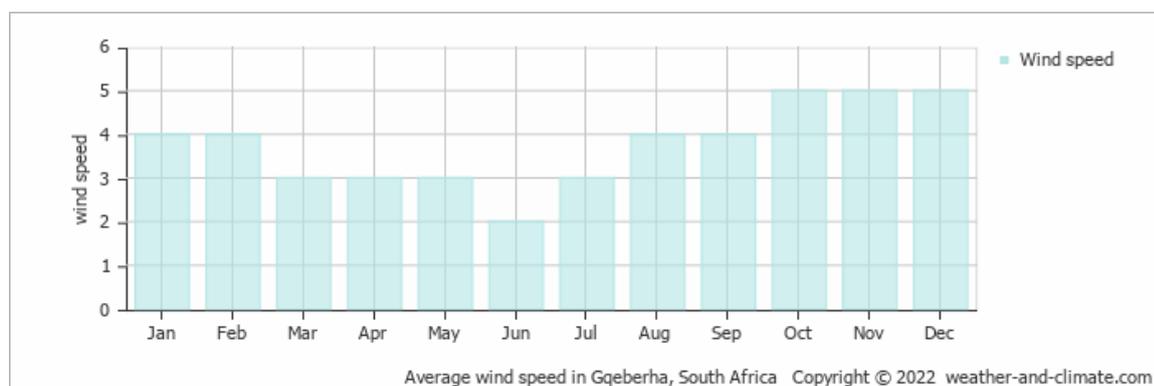


Figure 4: Average wind speed per month