

Transnet Port Terminals

Tender Number: TPT/2024/04/0029/62000/RFP

Description of the Works: Import Sulphur rebuild Programme, H gallery at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT")

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## **Transnet Port Terminals**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**Import Sulphur rebuild Programme, H gallery at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT")**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>RFP NUMBER</b>              | <b>: TPT/2024/04/0029/62000/RFP</b> |
| <b>ISSUE DATE</b>              | <b>: 08 April 2024</b>              |
| <b>NON-COMPULSORY BRIEFING</b> | <b>: 15 April 2024</b>              |
| <b>CLOSING DATE</b>            | <b>: 22 April 2024</b>              |
| <b>CLOSING TIME</b>            | <b>: 12h00pm</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>                                 | Rebuild of FOSKOR Fire-damaged Conveyor Routes Refurbishment at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT")  |
| <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 Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>  |
| <b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A Non-compulsory Tender Clarification Meeting will be conducted at Richards Bay <b>on the 15 April 2024</b> at Transnet Port Terminals Richards Bay Harbour Newark Road Transnet Port Terminals Umhlathuze Building Octopus Rd Commercial services boardroom at <b>10:00am [10 O'clock]</b> for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Non-compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> |

|                            |  |
|----------------------------|--|
|                            | <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• 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.</li> </ul> |
| <p><b>CLOSING DATE</b></p> | <p><b>12:00pm on 22 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>  |

**2. TENDER SUBMISSION**

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

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

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

- ☐ Click on "ADVERTISED TENDERS" to view advertised tenders;
- ☐ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- ☐ Click on "SIGN IN/REGISTER" - to sign in if already registered;
- ☐ Toggle (click to switch) the "Log an Intent" button to submit a bid;
- ☐ Submit bid documents by uploading them into the system against each tender selected.
- ☐ **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads**

**they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-19], [**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



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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.

| Clause | Data   |
|--------|--|
| C.1.1  | The Employer is<br><b>Transnet SOC Ltd<br/>(Reg No. 1990/000900/30)</b>  |
| C.1.2  | The tender documents issued by the Employer comprise:<br><b>Part T: The Tender</b><br>Part T1: Tendering procedures<br>Part T2 : Returnable documents<br><b>Part C: The contract</b><br>Part C1: Agreements and contract data<br>Part C2: Pricing data<br>Part C3: Scope of work<br>Part C4: Site information                                  |
|        | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data<br>T2.1 List of returnable documents<br>T2.2 Returnable schedules<br>C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br>C1.3 Form of Securities<br>C2.1 Pricing instructions<br>C2.2 Activity Schedule<br>C3.1 Works Information<br>C4.1 Site information |

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|       |                          |  |
|-------|--------------------------|--|
| C.1.4 | The Employer's agent is: | Procurement Officer /Procurement Manager                                 |
|       | Name:                    | Thabile Zuma   |
|       | Address:                 | 202 Anton Lembede Street, Durban, 4001                                   |
|       | Tel No.                  | 031 361 7850/0721246961  |
|       | E – mail                 | <a href="mailto:Thabile.Zuma@transnet.net">Thabile.Zuma@transnet.net</a> |

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

1. **Stage One - 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 **7ME or higher** class of construction work, are eligible to have their tenders evaluated.



b) Joint Venture (JV)

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

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

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

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

**2. Stage Two - Functionality: 70 Points**

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 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.**

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C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender

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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**.

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C.2.13.5 The Employer's details and identification details that are to be shown on each tender offer are  
C2.15.1 identified as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPT/2024/04/0026/61992/RFP
- The Tender Description: Import Sulphur rebuild Programme, H gallery at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT")

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

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **22 April 2024**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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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.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
  3. A valid CIDB certificate in the correct designated grading;
  4. Proof of registration on the Central Supplier Database;
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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:

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

| Functionality criteria                               | Description   | Scoring criteria |
|--|---|------------------|
| <b>T2.2-01<br/>Eligibility CIDB<br/>Registration</b> | Contractors to be registered with the Construction Industry Development Board (CIDB) as a Mechanical Contractor and be able to handle contracts that are grade 7 and above. | YES OR NO        |
| Functionality criteria                               | Sub-criteria  | Scoring criteria |



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|  | <p><b>Assessment and designs (33%)</b></p> <p>A detailed method statement is required for assessment of the fire damage equipment and structures. The tenderer will need to complete the designs requirement for these structures.</p> <p><b>Contractor site establishment (7%)</b></p> <p>Contractor site establishment to be completed by the tenderer taking into consideration all items in the scope of works, permit to enter the Port, safety and environmental requirements,</p> | <p><b>Score 0</b> - The tenderer has submitted no information to determine a score.</p> <p><b>Score 20</b> - The methodology/approach and work alignment to project schedule is poorly presented and not tailored to address the specific project objectives and methodology.</p> <p><b>Score 40</b> - The methodology/approach is not tailored to address the specific project objectives and methodology. The methodology approach does</p> |
|--|--|---|



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| <p><b>T2.2-02</b></p> <p><b>Evaluation Schedule: Method Statement</b></p> <p><b>(30 Points)</b></p> | <p>connection of services and de establishment when the project is complete.</p> <p><b>Management of occupations and site work with others (7%)</b></p> <p>The fire packages that has contractors on site. The tenderer is required to work alongside with these contractors taking occupations where required. At the period of commissioning, the tenderer will be required to apply for occupation.</p> <p><b>Site installation and commissioning (4%)</b></p> <p>The tenderer to demonstrate the required material and components procurement, fabrication of structures, installation and commissioning stages for the total scope of works which will include;</p> <ul style="list-style-type: none"> <li>•Galleries</li> <li>•Conveyor belts</li> <li>•Transfer houses</li> <li>•Sub-stations</li> </ul> <p><b>Project handover (7%)</b></p> <p>Handover of the project needs to include all training requirements, manual and data packs</p> | <p>not deal with the critical characteristics of the project.</p> <p><b>Score 60</b> - Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.</p> <p><b>Score 80</b> - The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.</p> <p><b>Score 100</b> - 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.</p> |
|   | <p><b>Previous Experience</b></p> <p>0 - The Tenderer failed to address the question / issue. Has not submitted any information.</p> <p>20 - The Tenderer's previous experience presented has no relevance</p>   |   |

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| <p><b>T2.2-03</b></p> <p><b>Evaluation Schedule: Previous Experience</b></p> <p><b>(40 Points)</b></p> | <p>to the scope of this project and did not address any of the required categories.</p> <p>40 - The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references.</p> <p>60 - The Tenderer's previous experience presented demonstrates knowledge and experience to successfully execute this project scope.</p> <p>80 - The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. The tenderer has extensive previous experience in relation to the works.</p> <p>100 - The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required.</p> <p><b>References</b></p> <p>0 - The Tenderer failed to address the question / issue. Has not submitted any information.</p> <p>20 - One (1) reference letters from companies where the Respondent has provided a service</p> <p>40 - Two (2) reference letters from companies where the Respondent has provided a similar service</p> <p>60 - Three (3) reference letters from companies where the Respondent has provided a similar service</p> <p>80 - Four (4) reference letters from companies where the Respondent has provided a similar service</p> <p>100 - Five (5) reference letters from companies where the Respondent has provided a similar service"</p> | <p>75%</p> <p>25%</p> |  |
|--|---|-----------------------|--|



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| <p><b>T2.2-04</b></p> <p><b>Evaluation Schedule: Programme</b></p> <p><b>(30 Points)</b></p> | <p><b>Meet the required timeframes (33%)</b></p> <p>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> <p><b>Programme information (33%)</b></p> <p>The Contractor clearly indicates in the schedule all milestones, activities &amp; 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 &amp; 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</p> <p><b>Resourcing &amp; Equipment (33%)</b></p> <p>The Contractor indicates for each operation, how the Contractor plans to do the work identifying the principal Equipment and other resources which</p> | <p><b>Score 0</b> - The tenderer has submitted no information or inadequate information to determine a score.</p> <p><b>Score 20</b> - The tenderer has addressed some but not all date requirements as listed in this returnable (4 or less of 12 addressed)</p> <p><b>Score 40</b> - The tenderer has addressed some but not all date requirements as listed in this returnable (6 of 12 addressed)</p> <p><b>Score 60</b> - The tenderer has addressed most but not all date requirements as listed in this returnable (8 of 12 addressed)</p> <p><b>Score 80</b> - The tenderer has addressed most but not all date requirements as listed in this returnable (10 of 12 addressed)</p> <p><b>Score 100</b> - The tenderer has addressed all date requirements as listed in this returnable (12 of 12 addressed)</p> |
|--|---|---|



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|--|--|--|
|  | <p>he plans to use. Resources &amp; equipment are loaded against activities with their</p> |  |
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|  | associated rates to the programme for evaluation. |  |
| <b>Maximum possible score for Functionality = 100 Points</b> |   |  |
| <b>Technical Qualification Threshold = 70%</b>               |   |  |

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

- T2.2-02 Method Statement
- T2.2-03 Previous experience
- T2.2-04 Programme

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement) or 0,

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.

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 BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:





1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer.
5. Transnet will not conduct business with previous Employees, within the first twelve (12) months of termination of service. Suppliers or service providers that assist are involved in any capacity with drafting scopes may not Bid for that scope.

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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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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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/04/0029/62000/RFP

DESCRIPTION OF THE WORKS: Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

## **T2.1 List of Returnable Documents**

### **2.1.1 These schedules are required for eligibility purposes:**

T2.2-01 **Stage Two as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

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

T2.2-02 **Evaluation Schedule:** Method Statement

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

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

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

T2.2-05 Subcontracting

T2.2-06 Local Content and Production

T2.2-07 B-BBBEE Level 1-2

### **2.1.4 Returnable Schedules:**

#### **General:**

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

T2.2-10 Letter of Good Standing

T2.2-11 Risk Elements

T2.2-12 Availability of equipment and other resources

T2.2-13 Site Establishment requirements

T2.2-14 Capacity and ability to meet delivery schedule

### **2.1.5 Agreement and Commitment by Tenderer:**

T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-16 Non-Disclosure Agreement

T2.2-17 RFP Declaration Form

T2.2-18 RFP – Breach of Law

T2.2-19 Certificate of Acquaintance with Tender Document

T2.2-20 Service Provider Integrity Pact

T2.2-21 Supplier Code of Conduct

T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/04/0029/62000/RFP

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**2.1.5 Bonds/Guarantees/Financial/Insurance:**

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Forecast Rate of Invoicing
- T2.2-25 Three (3) years audited financial statements

**2.1.6 Transnet Vendor Registration Form:**

- T2.2-26 Transnet Vendor Registration Form

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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions (Activity Schedule)**

**2.5 C2.2 Activity Schedule**

**2.6 C3 Scope of Work**

**2.7 C4 Site Information**



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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## T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

**Mandatory Returnable**

**Note to tenderers:**

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

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
| -----      | -----  | -----   | -----       |

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

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

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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- e) And in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

**Reference to attached submissions to this schedule:**

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

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

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

Tenderer \_\_\_\_\_









## T2.2-02: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project linked to the submitted project programme.

The method statement should include as a minimum the following, the contractor must refer to the works information for the full description of the scope of works.

1. **Contractor site establishment** - Contractor site establishment to be completed by the tenderer taking into consideration all items in the scope of works, permit to enter the Port, safety and environmental requirements, connection of services and de establishment when the project is complete.
2. **Management of occupations and site work with others** – The fire Rebuild infrastructures packages that has contractors on site. The tenderer is required to work alongside with these contractors taking occupations where required. At the period of commissioning, the tenderer will be required to apply for occupation.
3. **Assessment and designs** - A detailed method statement is required for assessment of the fire damage equipment and structures. The tenderer will need to complete the designs requirement for these structures.
4. **Site installation and commissioning** - The tenderer to demonstrate the required material and components procurement, fabrication of structures, installation and commissioning stages for the total scope of works which will include;
  - Galleries
  - Conveyor belts
  - Transfer houses
  - Sub-stations
5. **Project handover** - Handover of the project needs to include all training requirements, manual and data packs

The items above will include as the minimum the following information

- a) Outline of method statement
- b) Narrative to demonstrate alignment to the programme submission & basis of schedule.
- c) Detailed method statement, technical approach and sequencing of work
- d) Demonstrate and understanding on how the project objectives will be achieved
- e) Demonstrate how risks and constrains will be addressed
- f) Demonstrate how risks and constraints will be managed
- g) Demonstrate how health and safety will be managed
- h) Demonstrate how environmental management will be addressed
- i) Detailed list of Equipment and number thereof to execute the works, and areas it will be utilised



- j) Proposed production rates aligned to programme submission & basis of schedule
- k) Proposed detail layout demonstrating Contractors construction management plan to ensure optimized use of available area.
- l) Detailed method statement for commissioning
- m) Detailed method statement for document control and review
- n) Narrative related to project close out, as-builts, training, operator’s manual, data packs etc
- o) Order and timing of the audits, inspection and design milestones that will take place in order to provide the Works.
- p) Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.

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

|                              | Assessment and designs   | Contractor site establishment | Management of occupations and site work with others | Site installation and commissioning | Project handover |
|------------------------------|--|-------------------------------|---|-------------------------------------|------------------|
| No information submitted = 0 | 10 points  | 2 points                      | 2 points  | 14 points                           | 2 points         |
| <b>Score 0</b>               | The tenderer has submitted no information to determine a score.  |                               |   |                                     |                  |
| <b>Score 20</b>              | The methodology/approach and work alignment to project schedule is poorly presented and not tailored to address the specific project objectives and methodology.   |                               |   |                                     |                  |
| <b>Score 40</b>              | The methodology/approach is not tailored to address the specific project objectives and methodology. The methodology approach does not deal with the critical characteristics of the project.  |                               |   |                                     |                  |
| <b>Score 60</b>              | Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer’s requirements will be met.   |                               |   |                                     |                  |
| <b>Score 80</b>              | The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. |                               |   |                                     |                  |



|                  |   |
|------------------|---|
| <b>Score 100</b> | 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. |
|------------------|---|

**Reference to attached submissions to this schedule:**

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

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

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

Tenderer \_\_\_\_\_





## T2.2-03: 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:

- Construction of similar works as detailed in the Works Information with reference to:
- Mechanical/Structural/Civil/Building/Electrical works
- Retaining structures related to the works information.
- Concrete Works related to the structures in works information.
- Cleaning of cargo spillages and disposal
  
- Five (5) reference letters from companies where the Respondent has provided a similar service.

### Index of documentation attached to this schedule

| Reference letters from companies where the Respondent has provided a similar service |                              |        |               |  |                        |
|--|------------------------------|--------|---------------|--|------------------------|
| No   | Project Name and Description | Client | Project Value | Contactable reference details i.e. cellphone, landline and email address | Completion certificate |
| 1  |                              |        |               |  |                        |
| 2  |                              |        |               |  |                        |
| 3  |                              |        |               |  |                        |
| 4  |                              |        |               |  |                        |
| 5  |                              |        |               |  |                        |



| <b>Score</b> | <b>Previous Experience<br/>(30 Points)</b>  | <b>References<br/>(10 Points)</b>  |
|--------------|---|--|
| <b>0</b>     | The Tenderer failed to address the question / issue. Has not submitted any information.   | The Tenderer failed to address the question / issue. Has not submitted any 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.  | One (1) reference letter from companies where the Respondent has provided a service            |
| <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.  | Two (2) reference letters from companies where the Respondent has provided a similar service   |
| <b>60</b>    | The Tenderer's previous experience presented demonstrates knowledge and experience to successfully execute this project scope.  | Three (3) reference letters from companies where the Respondent has provided a similar service |
| <b>80</b>    | The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. The tenderer has extensive previous experience in relation to the works. | Four (4) reference letters from companies where the Respondent has provided a similar service  |
| <b>100</b>   | The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required.   | Five (5) reference letters from companies where the Respondent has provided a similar service  |

**Reference to attached submissions to this schedule:**

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



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

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | _____ | Date     | _____ |
| Name     | _____ | Position | _____ |
| Tenderer | _____ |          |       |







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

### Note to tenderers:

The Tenderer provides a hard copy proposed programme and/or refers to his proposed programme and attaches it to this returnable schedule.

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) |
|---------|------------------|------------|-------------|-----------|-----------------------|----------------------------|
|---------|------------------|------------|-------------|-----------|-----------------------|----------------------------|

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

☐ **Programme Information:**

The Contractor 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 Contractor indicates for each operation, how the Contractor 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 (10)</b>  | <b>Programme Information (10)</b>  | <b>Resourcing &amp; Equipment (10)</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.                      | 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 sectional completion dates  | The tenderer has addressed some but not all date requirements as listed in this returnable (2 of 12 addressed) | The tenderer has addressed some but not all resource requirements and the submission is missing critical both resources & equipment which renders it unrealistic / unachievable.   |
| <b>Score 40</b>  | The programme does not meet all (less than 40%) of the required timeframes, key dates and sectional completion dates                                | The tenderer has addressed some but not all date requirements as listed in this returnable (4 of 12 addressed) | The tenderer has addressed some but not all resource requirements and the submission is missing either critical resources or equipment which renders it unrealistic / unachievable.  |
| <b>Score 60</b>  | The programme does not meet all (more than 40%, but less than or equal to 60%) of the required timeframes, key dates and sectional completion dates | The tenderer has addressed most but not all date requirements as listed in this returnable (6 of 12 addressed) | The tenderer has addressed some but not all resource requirements and the submission is missing some resources & equipment, but not critical providing the works, which renders it at risk of being unrealistic / unachievable.        |
| <b>Score 80</b>  | The programme does meet all (more than 60%, but less than or equal to 99%) of the required timeframes, key dates and sectional completion dates     | The tenderer has addressed most but not all date requirements as listed in this returnable (8 of 12 addressed) | The tenderer has addressed all resource requirements correctly and the submission contains resources & equipment, which is accurate, and renders the submission realistic and achievable.  |
| <b>Score 100</b> | The programme does meet all of the required timeframes, key dates and sectional completion dates  | The tenderer has addressed all date requirements as listed in this returnable (12 of 12 addressed)             | The tenderer has addressed all resource requirements correctly and the submission contains resources & equipment, which is accurate, and renders the submission realistic and achievable and is fully aligned to the method statements |



**Reference to attached submissions to this schedule:**

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

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

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

Tenderer \_\_\_\_\_

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



**T2.2-05 Evaluation Criteria Schedule: Sub-Contract:**

Tenderers are required to meet the essential criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- i. an EME or QSE which is at least 51% owned by black people;
- ii. an EME or QSE which is at least 51% owned by black people who are youth;
- iii. an EME or QSE which is at least 51% owned by black people who are women;
- or iv. an EME or QSE which is at least 51% owned by black people with disabilities;
- v. an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;
- vi. an EME or QSE which is at least 51% owned by black people who are military veterans.

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

Provide **detailed information** of the proposed Sub-contractors below:

|           | <b>Name of proposed Subcontractor</b> | <b>Address and Region</b> | <b>Nature and extent of work</b> | <b>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule?<br/>Yes/No</b> | <b>Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.</b> |
|-----------|---------------------------------------|---------------------------|----------------------------------|--|---|
| <b>1.</b> |                                       |                           |                                  |  |   |
| <b>2.</b> |                                       |                           |                                  |  |   |
| <b>3.</b> |                                       |                           |                                  |  |   |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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|     |  |  |  |  |  |
|-----|--|--|--|--|--|
| 6.  |  |  |  |  |  |
| 7.  |  |  |  |  |  |
| 8.  |  |  |  |  |  |
| 9.  |  |  |  |  |  |
| 10. |  |  |  |  |  |

**The Tenderer is to submit the following document or copy thereof for each of the proposed sub-contractor(s) with this schedule:**

- Valid B-BBEE Sworn Affidavit or B-BBEE Certificate of each of the proposed subcontractor(s).

**NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENT WILL RESULT IN THE PROPOSED SUBCONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.**

Transnet reserves the right to request additional information of the proposed sub-contractor(s) should it be deemed necessary to verify the compliance to the black ownership percentage or subcontractor(s) entity size. These may include but not limited to; o Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor(s);

- Copies of the identity documents of the members of shareholders of the sub-contractor(s);
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor(s).

## SBD 6.2 T2.2-06: Evaluation Criteria

### Schedule: 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) 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%20development/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>Conveyor System Equipment;</b>                     | <b>85%</b>                          |
| • <b>Electrical and Telecom Cables;</b>                 | <b>90%</b>                          |
| • <b>Cement</b>   | <b>100%</b>                         |
| • <b>Steel products and components for construction</b> | <b>100%</b>                         |
| • <b>Plastic Pipes</b>                                  | <b>100%</b>                         |
| • <b>Valves Products and actuators</b>                  | <b>70%</b>                          |

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

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 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.

- 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.

Name

Signature

.....

.....

Capacity

.....

**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/2022/05/0171/3688/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>Conveyor System Equipment – 85%</b><br>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>Electrical and Telecom Cables – 90%</b><br>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>Cement – 100%</b><br>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><br>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>Plastic Pipes – 100%</b><br>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>Valve Products and Actuators – 70%</b><br>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, 2017 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

<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.



Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the Contractor at any milestone assessment.

- 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 Noncompliance 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.





## T2.2-07 Evaluation Criteria Schedule – Preferential Procurement

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the preferential procurement in terms of the Preferential Procurement Regulations, 2017:

I. Entities having a B-BBEE status level 1 to 2

Tenderers are to indicate their B-BBEE status by filling in the table below;

| 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



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



Part T2: Returnable Schedules  
T2.2-07: Preferential Procurement

1 of 1

**T2.2-08: Authority to submit a Tender**

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

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

**A. Certificate for Company**

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

|              |   |
|--------------|---|
| Signed _____ | Date _____                                  |
| Name _____   | Position Chairman of the Board of Directors |

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_ hereby  
 \_\_\_\_\_  
 authorise Mr/Ms \_\_\_\_\_

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



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

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**C. Certificate for Joint Venture**

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

\_\_\_\_\_ , an

authorised signatory of the company \_\_\_\_\_,

acting in the capacity of lead partner,

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

\_\_\_\_\_ and any contract resulting from it on our behalf.

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



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/04/0029/62000/RFP

DESCRIPTION OF THE WORKS: Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**T2.2-09: 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:

|    | <b>Date</b> | <b>Title or Details</b> |
|----|-------------|-------------------------|
| 1  |             |                         |
| 2  |             |                         |
| 3  |             |                         |
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| 13 |             |                         |
| 14 |             |                         |
| 15 |             |                         |

Attach additional pages if more space is required.

1 T2.2-09: Record of Addenda to Tender documents



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**T2.2-10 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:

Form with horizontal dotted lines for text entry.

Name

Signature

Capacity

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Part T2: Returnable Schedules  
T2.2-10: Letter of Good Standing

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**T2.2-11: Risk Elements**

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

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

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

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

Name

Signature

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**T2.2-12: Availability of Equipment and Other Resources**

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

| <b>Equipment Type and Availability – Description</b> | <b>Hourly Rate</b> | <b>Number of Equipment</b> | <b>Details of Ownership</b> |
|--|--------------------|----------------------------|-----------------------------|
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Name

Signature

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

DESCRIPTION OF THE WORKS: Import Sulphur rebuild Programme, HV galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

## T2.2-14: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the Employer that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### Index of documentation attached to this schedule:

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|-------|
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| ..... |
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| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

Name

Signature

.....

.....

Capacity

.....





## T2.2-15: 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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</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-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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

$$P_s = 90 \left[ 1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right]$$

Where

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

#### 4. 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 (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 14                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| 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<br>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)<br>[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>4</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard  |

<sup>4</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

- 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 |  |
|-----|--|----|--|

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional Supplier



Other Suppliers, 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) <b>SBD4</b> |
| 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>5</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 State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
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|           |                 |                           |
|           |                 |                           |

<sup>5</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:

.....  
.....

**6 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 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.

<sup>6</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.





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



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**T2.2-16 NON-DISCLOSURE AGREEMENT**

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**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:

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

- 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

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

- 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.

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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- 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.

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").**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.





**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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- 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 |          |
| _____    |          |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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**T2.2-17: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if

this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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Part T2: Returnable Schedules  
T2.2-17: RFP Declaration Form

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



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<br>.....<br>duly authorised thereto |
| Name:  |
| Signature:   |
| Date:  |

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any

material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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Part T2: Returnable Schedules  
T2.2-17: RFP Declaration Form

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



**T2.2-18: REQUEST FOR PROPOSAL – BREACH OF LAW**

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

—

SIGNATURE OF TENDER

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Part T2: Returnable Schedules  
T2.2-18: RFP – Breach of Law

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Referred to as "TPT").



## T2.2-19 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, NonDisclosure 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;

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Part T2: Returnable Schedules  
T2.2-19: Certificate of Acquaintance with  
Tender Documents

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP **DESCRIPTION OF THE WORKS:**

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

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

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

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

f) Tendering with the intention not winning the tender.

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

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER

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Part T2: Returnable Schedules  
T2.2-19: Certificate of Acquaintance with  
Tender Documents

\_\_\_\_\_





Referred to as "TPT").

## **T2.2-20 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")

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0026/61992/RFP**DESCRIPTION OF THE WORKS:** RBTG FIRE REBUILD PROGRAMME, H GALLERY AT THE DRY BULK TERMINAL PORT OF RICHARDS BAY, FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT").Integrity Pact  
Confidential**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

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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.

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- 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

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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

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- 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.

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- 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,

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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:



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- 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.

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**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

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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;

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0026/61992/RFP

**DESCRIPTION OF THE WORKS:** RBTG FIRE REBUILD PROGRAMME, H GALLERY AT THE DRY BULK TERMINAL PORT OF RICHARDS BAY, FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT").

- 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 "TipOff Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

---

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

Signature .....

Date .....

## **T2.2-21 : 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

## **T2.2-22 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



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.

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** RBTG FIRE REBUILD PROGRAMME, H GALLERY AT THE DRY BULK TERMINAL PORT OF RICHARDS BAY, FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT").

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

provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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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 \_\_\_\_\_ 2021

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: \_\_\_\_\_

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

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

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

| <b>Insurance against<br/>(See clause 84.2 of the ECC)</b>  | <b>Name of Insurance<br/>Company</b> | <b>Cover</b> | <b>Premium</b> |
|--|--------------------------------------|--------------|----------------|
| Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract   |                                      |              |                |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of 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)  |                                      |              |                |

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



|                            |   |   |                               |                    |
|----------------------------|---|---|-------------------------------|--------------------|
| CPM 2020 – Rev 01          | Part T2: Returnable Schedules                 | 1 | 2                             | T2.2-23: Insurance |
| provided by the Contractor | CPM 2020 – Rev 01                             |   | Part T2: Returnable Schedules | 2                  |
|                            | T2.2-23: Insurance provided by the Contractor |   |                               | 2                  |

**T2.2-24: Forecast Rate of Invoicing**

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

**Index of documentation attached to this schedule:**

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| • |

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**TRANSNET**



Part T2: Returnable Schedules 1 1 T2.2-  
24: Forecast Rate of Invoicing

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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## T2.2-25: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

Name

Signature

Capacity

.....

.....

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Part T2: Returnable Schedules

1 2 T2.2-25: Three (3) Years of financial statements

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

## T2.2-26 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.

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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

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

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

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

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

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

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

**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 |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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

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

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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|                          |  |
|--------------------------|--|
| Company Telephone number |  |
| Company Fax Number       |  |
| Company E-Mail Address   |  |
| Company Website Address  |  |

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

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

|  |             |  |                         |  |             |  |
|--|-------------|--|-------------------------|--|-------------|--|
| Most recent Financial Year's Annual Turnover | <R10Million |  | >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)  |  | <b>1</b>                | <b>2</b> | <b>3</b>                             | <b>4</b> | <b>5</b>                | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
| 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> |  |                         |          |                                      |          |                         |          |          |          |          |

**TRANSNET PORT TERMINALS**

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| 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 <input type="radio"/> Attach supporting documents <input type="radio"/> |
| 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 NO   |

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

|                  |  |             |  |
|------------------|--|-------------|--|
| Name and Surname |  | Designation |  |
| Signature        |  | Date        |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

---

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_

solemnly swear/declare that \_\_\_\_\_

\_\_\_\_\_ is not a registered VAT

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

Signature:

---

Designation:

---

Date:

---

**Commissioner of Oaths**

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

\_\_\_\_\_ 20\_\_\_\_\_,

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

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

---



**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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**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> <ul 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 naturalisations - <ul 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> </ul> </li> </ul> |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|  |  |
|--|--|
| <b>Definition of "Black Designated Groups"</b> | <p>"Black Designated Groups means:</p> <ul 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) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> |
|--|--|

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) |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|                           |   |  |
|---------------------------|---|--|
| 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

**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>          |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|  |  |
|--|--|
| <b>Enterprise Physical Address:</b>                    |  |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |  |
| <b>Nature of Business:</b>                             |  |

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|   |  |
|---|--|
| <p><b>Definition of "Black People"</b></p>            | <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> <ul style="list-style-type: none"> <li>a) who are citizens of the Republic of South Africa by birth or descent;</li> <li>or</li> <li>b) who became citizens of the Republic of South Africa by naturalisation. <ul 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> </ul> </li> </ul>  |
| <p><b>Definition of "Black Designated Groups"</b></p> | <p>"Black Designated Groups means:</p> <ul 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</li> <li>f) veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> |

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 % = \_\_\_\_\_%

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

- 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) |  |

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

**Deponent Signature** .....

**Date** .....

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

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

**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.   |     |    |





**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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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:

**Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").**

The tenderer, identified in the Offer signature block, has

|        |   |
|--------|---|
| either | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
|--------|---|

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

|   |          |
|---|----------|
| The offered total of the Prices exclusive of VAT is | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (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 & (Insert name and address of organisation)

Date

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



signature of witness

Tenderer's CIDB registration number:

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



**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

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



On behalf of (Insert name and address of organisation)

Transnet SOC Ltd

Date

Name & signature of witness

.....  
.....

.....  
.....



**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").**C1.2 Contract Data****Part one - Data provided by the Employer**

| <b>Clause</b> | <b>Statement</b>  | <b>Data</b>   |
|---------------|---|---|
| 1             | <b>General</b><br><br>The conditions of contract are the core clauses and the clauses for main Option | <b>A: Priced contract with activity schedule</b>                            |
|               | dispute resolution Option<br><br>and secondary Options  | <b>W1: Dispute resolution procedure</b>                                     |
|               |   | <b>X7: Delay damages</b>  |
|               |   | <b>X16: Retention</b>   |
|               |   | <b>X18: Limitation of liability</b>   |
|               |   | <b>Z: Additional conditions of contract</b>                                 |
|               |   | <b>Z1: Intellectual property</b>  |
|               |   | <b>Z2: Assignment and Waiver</b>  |
|               |   | <b>Z4: Additional Clause Relating to Collusion in Construction Industry</b> |
|               |   | <b>Z5: Contract Hedging</b>   |
|               |   | <b>Z6: Anti-Corruption Warranty</b>   |
|               |   | <b>Z7: TPT Indemnity</b>  |
|               |   | <b>Z8: Right Reserved by the Employer to Conduct Vetting through SSA</b>    |
|               |   | <b>Z9: Protection of Personal Information Act</b>                           |



**TRANSNET PORT TERMINALS**

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**Z10: Additional obligations in respect of  
Termination**

of the NEC3 Engineering and  
Construction Contract June  
2005 (amended June 2006  
and April 2013)

10.1

The Employer is:

**Transnet SOC Ltd**

**(Registration No. 1990/000900/30)**

Address

Contractual Address for the  
purposes of this contract as:

Transnet Port Terminals  
202 Anton Lembede Street  
Durban  
4000

Having elected its



**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|          |   |  |
|----------|---|--|
| 10.1     | The Project Manager (Name)                                  | is: <b>Siyanda Dlamini</b>   |
|          | Address   | <b>Transnet Port Terminals<br/>Port of Richards Bay<br/>Richards Bay<br/>4001</b>  |
|          | Tel   | <b>083 507 2004</b>  |
| 10.1     | e-mail  | <b>Siyanda.dlamini@transnet.net</b>  |
|          | The Supervisor is: (Name)                                   | <b>Reggie Mthembu</b>  |
|          | Address   | <b>Transnet Port Terminals<br/>Port of Richards Bay<br/>Richards Bay<br/>4001</b>  |
|          | Tel No.   | <b>035 905 3043</b>  |
| 11.2(13) | e-mail  | <b>Reggie.Khumalo@transne.net</b>  |
|          | The works are   | <b>Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").</b> |
| 11.2(14) |   |  |
| 11.2(15) |   |  |
|          | The following matters will be included in the Risk Register | <b>No Risks Identified at this time</b>  |
| 11.2(16) |   |  |
| 11.2(19) | The boundaries of the site are                              | <b>Richards Bay Port Terminal</b>  |
| 12.2     | The law of the  |  |
|          | The Site Information is in                                  | <b>Part C4</b>   |
|          | The Works Information is in                                 | <b>Part C3</b>   |
|          | contract is the   | <b>the Republic of South Africa subject to the law of jurisdiction of the Courts of South Africa.</b>  |
| 13.1     | The language of this contract is                            | <b>English</b>   |



**TRANSNET PORT TERMINALS**

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| 13.3   | The period for reply is                                       | <b>2 weeks</b>  |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
|--|---|---|---------------------|----------|---|--|------------------------------------|--|--|--|------------------------------|--|--|--|--|--|
| <b>2</b>   | <b>The Contractor's main responsibilities</b>                 | <b>No additional data is required for this section of the conditions of contract.</b>   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>3</b>   | <b>Time</b>   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 11.2(3)  | The completion date for the whole of the works is             | <b>TBA</b>  |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 11.2(9)  | The key dates and the conditions to be met are:               | <table border="1"> <thead> <tr> <th>Condition to be met</th> <th>key date</th> </tr> </thead> <tbody> <tr> <td><b>1 Completion of condition assessments</b></td> <td></td> </tr> <tr> <td><b>2 Completion of engineering</b></td> <td></td> </tr> <tr> <td><b>3 Completion of off-site fabrication and procurement of lead item</b></td> <td></td> </tr> <tr> <td><b>4. Site Establishment</b></td> <td></td> </tr> <tr> <td><b>5. New Substation K and decommissioning of K &amp; I Sub stations</b></td> <td></td> </tr> <tr> <td><b>6. Completion of Coking Coal Infrastructure (Feed restored and operational)</b></td> <td></td> </tr> </tbody> </table> | Condition to be met | key date | <b>1 Completion of condition assessments</b>    |  | <b>2 Completion of engineering</b> |  | <b>3 Completion of off-site fabrication and procurement of lead item</b> |  | <b>4. Site Establishment</b> |  | <b>5. New Substation K and decommissioning of K &amp; I Sub stations</b> |  | <b>6. Completion of Coking Coal Infrastructure (Feed restored and operational)</b> |  |
| Condition to be met  | key date  |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>1 Completion of condition assessments</b>                                       |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>2 Completion of engineering</b>   |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>3 Completion of off-site fabrication and procurement of lead item</b>           |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>4. Site Establishment</b>   |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>5. New Substation K and decommissioning of K &amp; I Sub stations</b>           |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>6. Completion of Coking Coal Infrastructure (Feed restored and operational)</b> |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 30.1   | The access dates are  | <table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td><b>1 Access for inspections and assessments</b></td> <td></td> </tr> <tr> <td><b>2 Access for construction</b></td> <td></td> </tr> </tbody> </table>   | Part of the Site    | Date     | <b>1 Access for inspections and assessments</b> |  | <b>2 Access for construction</b>   |  |  |  |                              |  |  |  |  |  |
| Part of the Site   | Date  |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>1 Access for inspections and assessments</b>                                    |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>2 Access for construction</b>   |   |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 31.1   | The Contractor is to submit a first programme                 | <b>2 weeks of the Contract Date.</b> for acceptance within  |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 31.2   | The starting date is  | <b>TBA</b>  |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 32.2   | The Contractor submits programmes at intervals no longer than | revised <b>4 weeks.</b>   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| <b>4</b>   | <b>Testing and Defects</b>                                    |   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |
| 42.2   | The defects date is   | <b>52 (fifty-two) weeks after Completion of the whole of the works.</b>   |                     |          |   |  |                                    |  |  |  |                              |  |  |  |  |  |

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|          |   |  |
|----------|---|--|
| 43.2     | The defect correction period is   | <b>2 weeks</b>   |
| <b>5</b> | <b>Payment</b>  |  |
| 50.1     | The assessment interval is monthly on the   | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>  |
| 51.1     | The currency of this contract 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 interest rate is  | <b>the prime lending rate of Standard Bank of South Africa.</b>  |
| <b>6</b> | <b>Compensation events</b>  |  |
| 60.1(13) | The weather measurements to be recorded for each calendar month are,  | <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 08:00 hours South African Time</b></p> |
|          | The place where weather is to be recorded (on the Site ) is:  | <b>On the Dry Bulk Terminal Port of Richards Bay</b>   |
|          | The weather data are the records of past weather measurements for each calendar month which were recorded at: | <b>Richards Bay Weather Station</b>  |
|          | and which are available from:   | <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>   |

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|          |   |   |
|----------|---|---|
| <b>7</b> | <b>Title</b>  | <b>No additional data is required for this section of the conditions of contract.</b>   |
| <b>8</b> | <b>Risks and insurance</b>                                      |   |
| 80.1     | These are additional Employer's risks                           | <b>No additional risks are accepted by the Employer other than those which are provided for in this contract.</b>   |
| 84.1     | The Employer provides these insurances from the Insurance Table |   |
|          | 1 Insurance against:  | <b>Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>   |
|          | 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>  |
|          | 2 Insurance against:  | <b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</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>  |
|          | 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>   |

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The deductibles are: **As stated in the insurance policy for Contract Works / Public Liability**

4 Insurance against: **Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**

Cover / indemnity **Cover / indemnity is to the extent provided by the SASRIA coupon**

The deductibles are **The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**

Note: **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

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

The Contractor provides **1 Where the contract requires that the design of these additional Insurances any part of the works shall be provided by the Contractor the Contractor shall satisfy the**

**Employer that professional indemnity insurance cover in connection therewith has been affected**

- 2 **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 **Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor**
- 4 **Motor Vehicle Liability Insurance comprising**

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**(as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of 10 000 000.**

- 5 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
- 6 The insurance coverage referred to in 1, 2, 3, 4 and 5 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

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

**Principal Controlled Insurance policy for Contract**

**9 Termination**

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

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

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port terminals

|           |  |   |
|-----------|--|---|
| <b>10</b> | <b>Data for main Option clause</b>   |   |
| <b>A</b>  | <b>Priced contract with Activity Schedule</b>  | <b>No additional data is required for this Option.</b>  |
| <b>11</b> | <b>Data for Option W1</b>  |   |
| W1.1      | The Adjudicator is   | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.</b> |
| W1.2(3)   | The Adjudicator nominating <b>The Chairman of the Association of Arbitrators</b> body is: <b>(Southern Africa)</b> |   |
|           | If no Adjudicator nominating body is entered, it is:   | <b>the Association of Arbitrators (Southern Africa)</b>   |
| W1.4(2)   | The tribunal is:   | <b>Arbitration</b>  |
| W1.4(5)   | The arbitration procedure 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  | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>   |
|           | - if the arbitration procedure does not state who selects an arbitrator, is  |   |
| <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 works are   | <b>0,1% of the total contract value per day capped at 10%</b>   |



**X16 Retention**

- X16.1 The retention free amount is **Nil**
- The retention percentage is **15% on all payments certified.**

**X18 Limitation of liability**

- X18.1
- X18.2 The Contractor’s liability to **Nil** the Employer for indirect or consequential loss is limited **The deductible of the relevant insurance policy** to:  

**The amount of the deductible payable in**

For any one event, the **terms of the Employer’s insurance policy or**  
 Contractor’s liability to the **an amount being equal to the total Contract**  
 Employer for loss of or **Value inclusive of VAT whichever is** damage to the  
 Employer’s **applicable** property is limited to:
- X18.3 The Contractor’s liability for  
 Defects due to his design  
 which are not listed on the  
 Defects Certificate is limited **The Total of the Prices** to:
- X18.4 The Contractor’s total liability to the Employer for all matters arising under or  
 in connection with this **5 years after Completion of the whole of the** contract,  
 other than **works**  
 excluded matters, is limited to:
- X18.5 The end of liability date is

**Z Additional conditions of contract are:**





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**Z1 Intellectual property**

Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them and the Parties shall indemnify each other against any liability arising from infringement of such IP Rights or the infringement of any third party IP or any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]

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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

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**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.

**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

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**Additional Clause Relating to  
Collusion in  
the  
Construction Industry**

**Z4**

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.

**Z4.1**

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**Z5 Contract Hedging****Z5.1**

The Contractor shall accept responsibility of all risks associated with foreign exchange hedging contracts for the purpose of providing protection against the currency exposure assumed by the Contractor under this agreement to fluctuations in exchange rate movements. The Contractor has made its own independent appraisal of all risks arising under or in connection with the Hedging Contracts and has not relied on any information provided to it by Employer in connection with the Hedging Contracts.

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**Z6 Anti-Corruption Warranty****Z6.1**

CONTRACTOR hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

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**Z6.2**

In the event that CONTRACTOR has committed a any Corrupt Act or is found by any competent court or judicial body to have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material impact on this Contract, or in the event that:

- I. 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

**TRANSNET PORT TERMINALS**

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- II. CONTRACTOR or those acting on behalf of CONTRACTOR has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

then:

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a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct CONTRACTOR to (i) dismiss the employee(s) involved, and/or (ii) to terminate its contracts with the relevant supplier/sub-Contractor, as the case may be, and should CONTRACTOR fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and

b) Transnet will be entitled to recover the direct damages suffered by Transnet as a result of the termination of the Contract and no further payments will be made to CONTRACTOR, save for those sums which have already been committed. CONTRACTOR shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for

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**27 TPT Indemnity**

**27.1** 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 Service; or at any other time when a claim has been and

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

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.

**Z8**

**Right Reserved by the  
Employer to Conduct Vetting through  
SSA**

**Z8.1**

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

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

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- 
2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
  3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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**Z9      Protection of Personal Information Act**

**Z9.1**

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

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**Z10.1**

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)
-

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

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

| Clause   | Statement                           | Data                           |   |
|--|-------------------------------------|--------------------------------|---|
| 10.1   | The Contractor is (Name):           |                                |   |
|  | Address                             |                                |   |
|  | Tel No.                             |                                |   |
|  | Fax No.                             |                                |   |
| 11.2(8)  | The direct fee percentage is        | %                              |   |
|  | The subcontracted fee percentage is | %                              |   |
| 11.2(18)   | The working areas are the Site and  |                                |   |
| 24.1   | The Contractor's key persons are:   |                                |   |
| Before contract signing between the employer and contractor. The contractor is obligated to submit CV's of key people as per the scope of works requirements for the employer's approval |                                     |                                |   |
| Profession   | Experience in Years                 | Professional Registration      | Qualifications  |
| Project Manager  | 5 to 10                             | SACPCMP – Pr<br>CPM - PMP      | Diploma in<br>Mechanical/Civil/Electrical<br>Engineering  |
| Mechanical Engineer (Bulk material handling)   | 5 to 10                             | ECSA - Pr Eng / Pr<br>Tech Eng | B.Tech or BSc.Eng in<br>Mechanical Engineering            |
| Mechanical Engineer (Fire and Building Services)   | 5 to 10                             | ECSA - Pr Eng / Pr<br>Tech Eng | B.Tech or BSc.Eng in<br>Mechanical Engineering            |
| Electrical Engineer  | 5 to 10                             | ECSA - Pr Eng / Pr<br>Tech Eng | B.Tech or BSc.Eng in Electrical<br>Engineering            |
| Civil Engineer (Civil)   | 5 to 10                             | ECSA - Pr Eng / Pr<br>Tech Eng | B.Tech or BSc.Eng (or<br>equivalent) in Civil Engineering |
| Quantity Surveyor  | 5 to 10                             | SACQSP – P. QS                 | Diploma in Quantity surveying                             |



**TRANSNET PORT TERMINALS**

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|                           |  |         |   |
|---------------------------|--|---------|---|
| Health and Safety Officer | 5 to 10  | SACPCMP | SAMTRAC or a Diploma in Health and Safety.  |
| Environmental Officer     | 5 to 10  |         | Diploma in Environmental Management   |
| Construction Manager      | 5 to 10  |         | Diploma in Construction Management  |
| Document Controller       | 5 to 10  |         | Experience working in Bulk Materials handling field and construction  |
| Project Planner           | 5 to 10  |         | Experience working in bulk materials handling field as Planner and experience working with the NEC3 ECC and Primavera Software Suite. |
|                           |  |         | <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>A</b>                  | <b>Priced contract with activity schedule</b>                                |         |   |
| 11.2(20)                  | The activity schedule is in  |         |   |
| 11.2(30)                  | The tendered total of the Prices is  |         | <b>(in figures)</b><br><b>(in words), excluding VAT</b>   |
| <b>A</b>                  | <b>Priced contract with activity schedule</b>                                |         | <b>Data for the Shorter Schedule of Cost Components</b>   |
| 41 in SSCC                | The percentage for people overheads is:                                      |         | %   |
| 21 in SSCC                | The published list of Equipment is the last edition of the list published by |         |   |





**TRANSNET PORT TERMINALS**

**TENDER NUMBER:** TPT/2024/04/0029/62000/RFP

**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").

|            |  |  |                             |             |
|------------|--|--|-----------------------------|-------------|
|            | The percentage for adjustment for Equipment in the published list is   | <b>%</b>                                 |                             |             |
| 22 in SSCC | The rates of other Equipment are:  | <b>Equipm<br/>ent</b>                    | <b>Size or<br/>capacity</b> | <b>Rate</b> |
|            |  |  |                             |             |
|            |  |  |                             |             |
|            |  |  |                             |             |
|            |  |  |                             |             |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are  | <b>Categor<br/>y<br/>of<br/>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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| 22 in SSCC | The rates of other Equipment are:   | Equipment            | Size or capacity | Rate |
|------------|---|----------------------|------------------|------|
|            |   |                      |                  |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are | Category of employee | Hourly rate      |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |
|            |   |                      |                  |      |



**TRANSNET PORT TERMINALS**

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|               |  |   |
|---------------|--|---|
| 62 in<br>SSCC | The percentage for design overheads is | % |
|---------------|--|---|

|               |  |  |
|---------------|--|--|
| 63 in<br>SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |  |
|---------------|--|--|





## PART C3: SCOPE OF WORK

| <b>Document reference</b> | <b>Title</b>                                    | <b>No of page</b> |
|---------------------------|---|-------------------|
| C3.1                      | This cover page<br>Employer's Works Information | 1                 |
|                           | <b>Total number of pages</b>                    | <b>46</b>         |



## C3.1 EMPLOYER’S WORKS INFORMATION

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## SECTION 1

### 1 Description of the works

#### 1.1 Executive overview

The Port of Richards Bay is located in northern Kwa-Zulu Natal and has access to a well-established rail network with direct links to hinterlands and mines. The Port consists of a Dry Bulk Terminal that is located between two Multi-Purpose Terminals (6 & 7 Series) operating as a single terminal. The port handles a mix of over thirty (30) commodities including Break-bulk and mineral products such as magnetite, ferrochrome, woodchips etc.

The Port of Richards Bay imports Coking Coal and Alumina from Berths 609 and 701/2 via a series of conveyor galleries to a Wagon loading station and a back of Port facility, South32. The Wagon loading station is utilised to direct load rail wagons and is fed by the G02 conveyor. On October 6th and 13th 2021, 2 fires broke out on the G02, H01, H03, H05, H06, V01&02 & V51 galleries respectively, causing catastrophic failure of the galleries.

Below routes have been damaged and operationally affected;

- Import sulphur route H02 and H05 to Foskor
- Export coal route utilised by Richards Bay Terminals Grindrod (RBTG) H03
- Coking coal import route H00, H01, V1, V2, G02 and the Bateman Tower
- Transfer house damaged supporting these conveyors GH, UH, HV and HBI

#### 1.2 The works that the Contractor is to perform

The Contractor is required to assess, investigate, design, construct, test, commission, and handover all infrastructure associated with the rebuild of the fire-damaged infrastructure which includes but is not limited to:

- H02 – Sulphur import conveyor
- H05 – Sulphur import conveyor
- H06 - Sulphur import conveyor
- All transfer points and infrastructure
- Substation K

#### 1.3 Employer's objectives

Employers objective is to reinstate and recommission all fire damage infrastructure in accordance with all relevant statutory codes and standards.

The employer is looking for Contractors that are registered with the Construction Industry Development Board (CIDB) as a Mechanical Contractor and be able to handle contracts that are grade 7 and above.

#### 1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

*Table 1 - List of Abbreviations*



| <b>Abbreviation</b> | <b>Meaning given to the abbreviation</b>            |
|---------------------|---|
| AIA                 | Authorized Inspection Authority                     |
| CEMP                | Construction Environmental Management Plan          |
| CD                  | Compact Disc  |
| CDR                 | Contractor Documentation Register                   |
| CDS                 | Contractor Documentation Schedule                   |
| CRL                 | Contractor Review Label                             |
| CSHEO               | Contractor Safety, Health and Environmental Officer |
| CM                  | Construction Manager                                |
| DTI                 | Department of Trade and Industry                    |
| DWG                 | Drawings  |
| EC&I                | Electrical Control and Instrumentation              |
| ECC                 | Engineering and Construction Contract               |
| ECSA                | Engineering Council of South Africa                 |
| EO                  | Environmental Officer                               |
| HAW                 | Hazard Assessment Workshop                          |
| HAZOP               | Hazard and Operability Study                        |
| HSSP                | Health and Safety Surveillance Plan                 |
| INC                 | Independent Nominated Consultant                    |
| IP                  | Industrial Participation                            |
| IR                  | Industrial Relations                                |
| IPP                 | Industrial Participation Policy                     |
| IPO                 | Industrial Participation Obligation                 |
| IPS                 | Industrial Participation Secretariat                |
| IRCC                | Industrial Relations Co-ordinating Committee        |
| JSA                 | Job Safety Analysis                                 |
| CIRP                | Contractor Industrial Relations Practitioner        |
| Native              | Original electronic file format of documentation    |
| PES                 | Project Environmental Specifications                |
| PHA                 | Preliminary Hazard Assessment                       |

|         |   |
|---------|---|
| PIRM    | Project Industrial Relations Manager  |
| PIRPMP  | Project Industrial Relations Policy and Management Plan                       |
| PLA     | Project Labour Agreements   |
| PSIRM   | Project Site Industrial Relations Manager                                     |
| PSPM    | Project Safety Program Manager  |
| PSSM    | Project Site Safety Manager   |
| Prog EM | Programme Environmental Manager   |
| Proj EM | Project Environmental Manager   |
| QA      | Quality Assurance   |
| R&D     | Research and Development  |
| SANS    | South African National Standards  |
| SACPCMP | South African Council for the Project and Construction Management Professions |
| SASRIA  | South African Special Risks Insurance Association                             |
| SES     | Standard Environmental Specification  |
| SHE     | Safety, Health and Environment  |
| SHEC    | Safety, Health and Environment Co-ordinator                                   |
| SIP     | Site Induction Programme  |
| SMP     | Safety Management Plan  |
| TIMS    | Transnet Integrated Management System   |
| FAT     | Factory Acceptance Test   |
| SAT     | System Acceptance Test  |
| RBTG    | Richards Bay Terminals – Grindrod (Pty) Ltd                                   |
| CSHEO   | Contractor Safety Health Environment Officer                                  |

## 2 Engineering and the Contractor design

### 2.1 Employer's design

- 2.1.1 No designs would be undertaken by the Employer for the works.
- 2.1.2 The Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works (and the Contractor's obligation under paragraph 2.2 of the Employer's Works Information) ONLY.
- 2.1.3 Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 Employer's design above and whether specifically stated to form part of the design responsibility of the

Contractor, all residual design responsibility and overall responsibility for the total design solution for the Works rests with the Contractor.

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

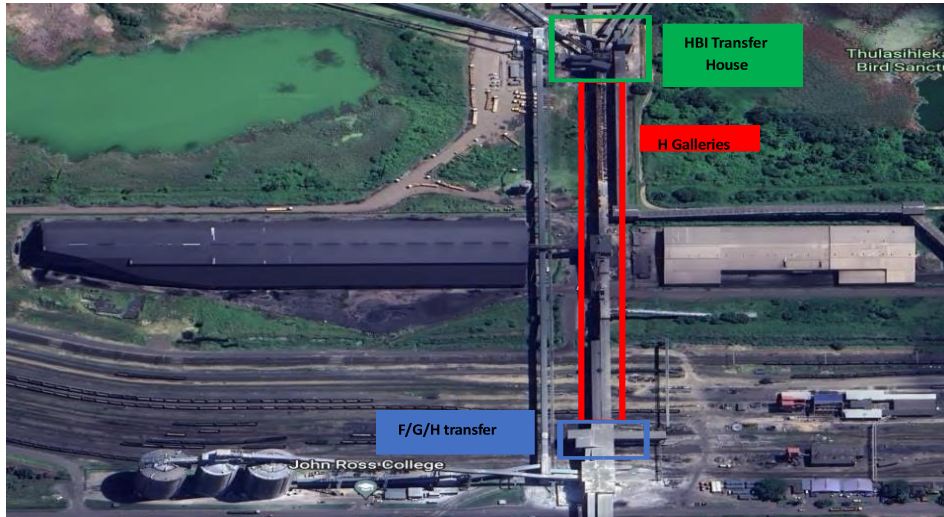


Figure 1 - Aerial Image

### 2.2.1 The Contractor is to design the following parts of the works:

The area and battery limits for the works are illustrated in the Figure 1 Aerial Image above. Figure 1 Aerial Image shows the F/G/H transfer house, H and V conveyors, HV transfer house and HBI transfer points.

The Contractor is to assess, investigate, design, construct, test, commission, and handover all infrastructure within these areas as well as service infrastructure, required outside the area e.g. Sub Stations to ensure successful reinstatement of operations. This includes all preliminary works such as condition assessments, surveys, geotechnical works, and any related works required for the Contractor to successfully submit a complete works. This also includes all services required to ensure successful completion of works, such as but not limited to, electrical, instrumentation, fire, wash water, etc.

The Scope of Work covered by this Works Information shall include, but not be limited to the discreet element analyses (material flow) of transfer chutes structural design, mechanical design, electrical design, control and instrumentation design, detail draughting, shop detail, procurement, manufacture, paint, touchup paint, pre-assemble in shop, test, delivery to Transnet Port Terminals Richards Bay including off-loading of equipment and structures, erection, site pre-commissioning and commissioning of the complete new conveyor network as mentioned above and illustrated in the Aerial Image.

The Contractor is to provide the following parts of the Engineering Services and construction activities for all areas of works, in accordance with all applicable statutes, regulations and standards as appropriate to the scope of works, including any normative references contained in the aforesaid statutes, regulations and standards:

- Detailed investigations, assessments, design, construction, commissioning, testing, and handover of all infrastructure.
- Any modifications required to existing infrastructure to ensure completion of project and to ensure compliance.
- Design and Construction integration with works done by Others
- Spatial considerations and allowance for conveyors joining into the HV transfer house
- The design of a complete fire system for all new and modified infrastructure, turnkey fire design to ensure full protection
- Detail design of all required temporary construction works,
- Development of all required specifications, datasheets, lists, schedules, and other documents required to deliver the works
- Project documentation in line with Transnet requirements

The scope of works includes that the Contractor is responsible to undertake all residual designs required to complete the works.

All Works is applicable to the following conveyors and their associated galleries, transfer points and substations, namely:

- H02 – Sulphur import conveyor
- H05 – Sulphur import conveyor
- H06 - Sulphur import conveyor
- All transfer points and infrastructure
- Sub Stations K

2.2.2 The Contractor is responsible the design for the overall integration of the design of the works with the design of the Employer as stated under 2.1 Employer’s design above for the following parts of the works: None.

2.2.3 Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 Employer’s design above and whether or not specifically stated to form part of the design responsibility of the Contractor under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

2.2.4 Any design development that the Contractor may formulate to ensure the correct execution of the works unless expressly stated to form part of the design responsibility of the Employer as stated under the Employer’s design above and whether or not specifically stated to form part of the design responsibility of the Contractor under this paragraph, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

2.2.5 All design and construction work within this project are to be conducted by:

- ECSA Professional Registered (Pr. Eng/Pr. Tech Eng.) personnel with experience in Design, fabrication and construction of Bulk Material Handling Infrastructure and all associated infrastructure such as galleries, services, hazardous area classification, conveyor and gallery fire protection, electrical, control and instrumentation.

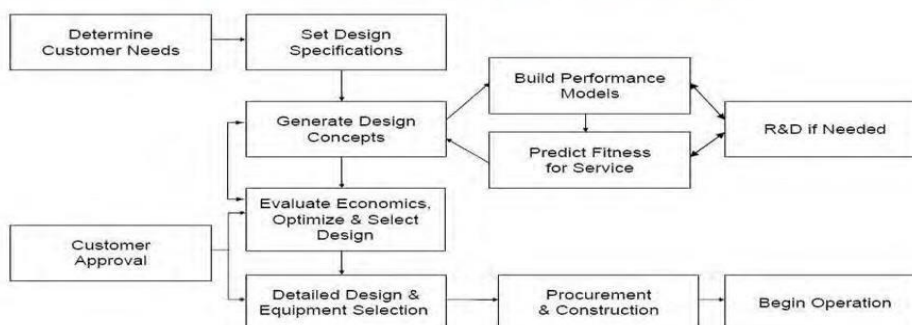
2.2.6 The Contractor to Issue a certificate of compliance for the completed works.

2.2.7 The Contractor shall follow the below, a typical design workflow process. The Contractor shall develop and submit their own project specific design workflow process for acceptance by the Employer.

2.2.8 The Contractor is to design the following parts of the works, for acceptance by the Project Manager:

- Shop detail drawings for the construction of the conveyor belts, pylon supports, portal structures, fire systems, electrical, water lines and pumps.
- Other drawings, specifications and reports for equipment that the Contractor is responsible for.

### Design Development Stages



*Figure 2 - Design Development stages guideline*

## 2.3 Procedure for submission and acceptance of Contractor design

- 2.3.1 The Contractor undertakes design safety reviews with the Project Manager, Safety Manager and other relevant personnel as determined by the Project Manager.
- 2.3.2 Contractor may not proceed with these works until written approval is obtained from the Project Manager
- 2.3.3 The Contractor submits the design details for the following categories of proposed principal Equipment to the Project Manager for information only:
- All relevant equipment selection and sizing calculations, equipment specifications and datasheets.
  - All fire protection and wash water, potable water system sizing calculations, equipment specifications and datasheets.
  - All mechanical building services system sizing calculations, equipment specifications and datasheets.
  - The principal Equipment categories deployed for the Contractor to provide the Works require its design to be accepted by the Project Manager under ECC Clause 23.1:
- 2.3.4 The Contractor documentation shall be issued to the Project Manager under cover of the Contractor Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor 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.
- 2.3.5 The Contractor shall deliver both hard copies and electronic media copies (CD Rom/memory stick) to the Project Manager either at the address stated within the Contract Data or at the Project site office.
- 2.3.6 All electronic documentation shall be submitted by the Contractor in Adobe Acrobat (.PDF) and native file format
- 2.3.7 Acceptance of documentation by the Project Manager will in no way relieve the Contractor of its responsibility for the correctness of information, or conformance with obligation to provide the Works. This obligation rests solely with the Contractor.
- 2.3.8 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.
- 2.3.9 The Contractor shall allow the Project Manager 2 weeks (unless otherwise stated and agreed) to review and respond to the Contractor submission of their documentation, i.e. from time of receipt by the project to the time of despatch.
- 2.3.10 However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Contractor.
- 2.3.11 On receipt of the reviewed documentation the Contractor shall make any modifications requested/modified and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes must be addressed with the Project Manager prior to re-submittal with adequate reasons.
- 2.3.12 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.
- 2.3.13 In undertaking the works (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included in Annexure 16 (Refer DOC- STD 0001 Rev 03).

## 2.4 Review and Acceptance of Contractor Documentation

- 2.4.1 The Contractor submits documentation as the 'Works Information' requires to the Project Manager for review and acceptance.
- 2.4.2 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.

## 2.5 Other requirements of the Contractor design

- 2.5.1 The Contractor design complies with the following:
- All international, national legislation and Transnet specifications. Where there is a duplication of specifications, the most stringent shall apply.
  - In the design of the fire protection systems, the design code shall be followed which is most suitable for the application and which needs to be approved by the relevant insurance parties from which Transnet has taken out insurance cover.

## 2.6 Use of Contractor's design

- 2.6.1 The Contractor grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the works for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the Contractor.
- 2.6.2 The Contractor vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the works.

## 2.7 As-built drawings, operating manuals and maintenance schedules

- 2.7.1 The Contractor provides the following:
- All as-built drawings on completion of installation, construction.
  - All operating manuals for equipment, infrastructure and devices
  - All maintenance manuals/schedules
  - All data books
  - Training manuals for all Works
- 
- 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 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 "AsBuilt" 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 Name
  - Manual Title, e.g. Installation, Maintenance and Operating Manual FBS No. and Title
  - Manual Numbering (e.g. Volume 1 of 2, etc.)
  - Contract Number
  - Contractor Name
- Unless otherwise stated in the CDS, the required number of copies of all As- Built/Final/Data Packs shall be:
  - 3 x hard copies (Full size)
  - 3 x CD Roms/Memory stick with Adobe Acrobat (.pdf) and "Native" formats

### 2.7.2 **As-Built/Final Documentation**

In undertaking the works (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included in Annexure 16 (Refer DOC-STD-0001 Rev 03).

### 2.7.3 **Installation, Maintenance and Operating Manuals and Data Books**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 Refer DOC-STD0001 Rev 03) and the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 16 (Refer DOC-STD-0001 Rev 03)

## 3 **Construction**

### 3.1 **General**

- 3.1.1 This section deals with general construction constraints relating to site wide activities. Construction constraints relating to specific activities are provided in the technical, environmental, health and safety specifications, quality and programming requirements and specifically those clauses in the technical specification relating to construction included in annexures attached to the Works Information. In executing the works, the Contractor abides by all policies, procedures, standards, codes, specifications, regulations, acts and laws of the Republic of South Africa
- 3.1.2 Prospective Contractors shall visit the Site of the proposed Works and acquaint themselves with the nature of the works, the conditions under which the work is to be performed, the means of access to the site, any and in general with all matters that may influence or affect the contract.
- 3.1.3 Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained

### 3.2 **Temporary works, Site services & construction constraints**

#### 3.2.1 **Employer's Site entry and security control, permits, and Site regulations**

- The Site is located within an operational area of the Employer and the Contractor shall ensure the safe passage of traffic to and around the Site at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic as per Annexure 18 Site Traffic Management.



- The Contractor shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.
- The Site is located within a designated Secure Area, and accordingly all access into the area will be through a gate with access control.
- The Contractor shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the Employer and shall issue each personnel member with an appropriate identification card.
- All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the Contractor.
- The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the Contractor has de-established from site and comply with OHS Act 85 of 1993.
- The Contractor is responsible for the security of the Works until completion and hand-over and must make own arrangements for security and the safekeeping of property. The Contractor watchmen are allowed on Site for this purpose.
- If the working area is situated within a Customs controlled area, the Contractor and contractors' people shall observe all Customs regulations.
- The fullest collaboration between the Contractor, the Employer's Operations Manager and the Project Manager is essential in regard to the continued operations of the Employer.
- Housing of the Contractor people on site is not permitted.
- All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

### 3.2.2 Restrictions to access on Site, roads, walkways and barricades

Contractor staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action.

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

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the proposed working hours.

### 3.2.4 The Contractor keeps daily records of people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

### 3.2.5 Health and safety facilities on Site

At all times during construction the Contractor is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHS Act and Regulation (85 of 1993, CR 2014).

### 3.2.6 The Contractor complies with the requirements stated under paragraph 2.3 of C3.1 Employer's Works Information.

### 3.2.7 The Contractor to comply with the Transnet Integrated Management System (TIMS) H&S Contractor Specification Guideline Annexure - 11

### 3.2.8 Environmental controls, fauna & flora, dealing with objects of historical interest

The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices. The Contractor to comply with TIMS Environment and Sustainability Contractor Specification Guideline Annexure - 10

### 3.2.9 The Contractor complies with the CEMP, SES and PES in the construction of the works, all as described in the Employer's Works Information.



### 3.2.10 Title to materials from demolition and excavation

The Contractor has title to all materials arising from excavation and demolition in the performance of the works with the exception of:

- Electrical and mechanical components that are in a working condition, with title to such materials (as referenced above) remaining with the Employer. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer in accordance with ECC Clause 73.1.
- The Contractor shall ensure that all salvageable items not required for re-use in the project must be delivered to Amafa Conservation Materials Bank at the Contractor costs if required.

### 3.2.11 Cooperating with and obtaining acceptance of others

The Contractor performs the works and co-operates with:

- During the course of the works, departments of Transnet and other Contractors may be working in the general area surrounding the working area. The Contractor must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions
- Trenching and excavation work to obtain strict supervision of local signals department and in certain instance may require preparation work of the signal's Contractor. Reroute cables or boxes or decommission certain elements
- At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for Works not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.
- The success of the project depends on the effective co-operation of all Contractors on site, and the Contractor, if necessary, must discuss the programme on a day to day basis with the Project Manager to ensure effective co-ordination

### 3.2.12 Publicity and progress photographs

The Contractor treats all information gained through appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for contractors business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.

No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.

The Contractor provides a comprehensive photographic record of the progress of the Works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the quantity of photographs in each area will be determined by the Project Manager.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter

3.2.13 The Contractor provides a notice board with the project details at the site location.

3.2.14 The Contractor provides progress photographs at weekly intervals in JPEG Format.

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

#### 3.2.16 Contractor Equipment

- All Equipment supplied and used by the Contractor on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The Contractor will be required to repair, at own cost and to the satisfaction of the Project Manager, any such damage caused by the contractor.
- The Contractor shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the Project Manager at all reasonable times.
- All Equipment necessary for the Works shall be provided and allowed for by the contractor.

3.2.17 The Contractor keeps daily records of Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.2.18 No Equipment will be provided by the Employer for the project works.

3.2.19 Wherever the Employer provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc) for the Contractor 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. These facilities will need to be documented, including condition and agreed upon and signed off, to ensure facilities are returned to the right state upon handover from the Contractor. Waste disposal to be separately catered by the contractor for as it is not part of the existing and future operational waste management budget.

#### 3.2.20 Facilities provided by the Contractor:

- Facilities provided by the contractor to be in line with all TIMS Contractor Specification Guideline requirements
- When required in terms of the delivery methodology, a Site will be made available to the Contractor as erection Site and for all Working Areas.
- An electric supply point closer to the site will be made available to the Contractor, but the Contractor is responsible for connecting up to the electrical point, cabling in the working area and Certificate Of Compliance (COC).
- A potable water supply point closer to the site will be made available to the Contractor at this site, but the Contractor is responsible for connecting up to the water supply point to the working area.
- The Contractor shall make own arrangements for the supply of other services for site establishment such as ablutions, fire protection, lighting and all other services required for undertaking the Works. The Contractor shall provide, maintain and finally remove proper portable latrines of sufficient number at the contractors cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.
- Wherever the Employer provides facilities for the Contractor use within the Working Areas and the Contractor adapts such facilities for use, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.2.21 The Contractor provides the following facilities for the Project Manager and Supervisor:

- The Contractor submits the following drawings to the Project Manager for acceptance before commencing with the establishment of the site facilities:
  - Location drawing showing the area to be occupied by the Contractor in relation to the Port infrastructure.
  - Layout drawing of the proposed facilities.

- The Contractor must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked.
- Project Manager's approval must be obtained for the use of any temporary lighting on the Site due to the impact that this may have on surrounding operations.
- The Contractor must maintain the working area in a neat and tidy condition to the satisfaction of the Project Manager.
- The Contractor must make own arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on site. Transnet facilities may not be used.
- The Contractor must make own arrangements for telecommunication facilities, if required, for use during the execution of the Works.
- The Contractor, within fourteen days after completion, must completely remove from site all plant, materials, Equipment, stores and temporary accommodation or any other asset belonging the contractor and leaves the site in a tidy condition to the satisfaction of the Project Manager. No excess or discarded materials, plant or stores may be buried or dumped within the Employer's boundaries.
- Unless expressly stated as a responsibility of the Employer, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

3.2.22 Wherever the Contractor provides facilities (either contractors own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, compound areas etc, within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.2.23 Unless expressly stated as a responsibility of the Employer, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

3.2.24 Existing premises, inspection of adjoining properties and checking work of Others

- The Contractor will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the Project Manager before completion of the works.
- For this purpose, a joint inspection with the Project Manager and the Contractor will be carried out prior to occupation of the Works and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or during the defect correction period if so authorised.
- The Contractor will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the Project Manager for approval and will be used in assessing the damages to structures and services if applicable.
- Special site inspection is required for proof trenching to ascertain cables and location thereof under the close supervision of the Transnet representative.

3.2.25 Survey control and setting out of the works

- Immediately after the starting date, and prior to final design, the Contractor shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the Project Manager. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by others that will interface with the equipment, for example location of electrical power supply points.
- It is the Contractor responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.
- Any deviation from the data supplied by the Employer in the Works Information must be brought under the attention of the Project Manager and discussed and finalised with the Project Manager prior to final design of the equipment.



3.2.26 The Employer provides the following information and survey controls for the Contractor: None

3.2.27 Excavations and associated water control

- All excavations to have compulsory site visit by Transnet staff prior to approval of proof trenching and final digging.
- The Contractor shall ensure that all salvageable items not required for re-use in the project must be delivered to Amafa Conservation Materials Bank at the Contractor costs if required.
- Shallow ground water may be encountered in the excavations. Where this occurs, the Contractor is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is not permitted.
- All excavations deeper than 1.0m below ground level or as otherwise indicated by the Employer’s Safety Officer in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the Supervisor.

3.2.28 Underground services, other existing services, cable and pipe trenches and covers

- The Contractor must, in collaboration with the Supervisor, ascertain whether or not the service is live. The Contractor shall not uplift any such service unless he is instructed to do so.
- The Contractor shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the Contractor shall immediately notify the Supervisor. The Contractor shall not repair any such service unless he is instructed to do so.

3.2.29 Where the Contractor encounters existing underground services / existing services cables / pipe, the Contractor must notify the Project Manager.

3.2.30 Control of noise, dust, water and waste

- All Site activities must comply with the relevant parts of legislation.
- Contractor to comply with TIMS Environment and Sustainability Contractor Specification Guideline, asbestos waste or any other hazardous waste requires removal and disposal, this will be for the Contractor’s account and as per the requirements of the NEMA: Waste Act and associated regulations, norms and standards.

### 3.3 Key Dates, Completion, testing, commissioning and correction of Defects

3.3.1 Key Dates & Employer’s Timelines

The Contractor shall plan works according their approach paper and method statements to meet the Employer’s timelines as defined in the table below and elsewhere in this documented, the following Key dates will also be defined for the contract –

Table 2 - Key Dates

| Key date | Item                                | Timelines  |
|----------|-------------------------------------|--|
| 1        | Completion of condition assessments | To be achieved no later than 10 working days from award or to which ever period later amended. |
| 2        | Completion of engineering           | To be achieved no later than 25 working days from award or to which ever period later amended. |

|   |   |  |
|---|---|--|
| 3 | Completion of off-site fabrication and delivery of lead items                   | To be achieved no later than 65 working days from award or to which ever period later amended.               |
| 4 | Site Establishment Complete   | To be achieved no later than 35 working days from award or to which ever period later amended.               |
| 5 | Installation of conveyor mechanical, structural and field electrical components | To be achieved no later than 100 working days from Site Establishment or to which ever period later amended. |
| 6 | Completion of the works   | See item below   |

### 3.3.2 The work to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in contractors opinion, prevented the Employer from using the works and Others from doing their work. Completion is to be achieved no later than 110 working days from award or to which ever period later amended.

Table 3 - Work to be completed by Completion Date

| Item of work   | To be completed by                     |
|--|--|
| Training & technology transfer per paragraph 6.12 under C3.1 Employer's Works Information  | Prior to commencement of commissioning |
| Performance testing of the works in use as specified in paragraph 3.6.8 of this Works Information and aligned to requirements of EEAM-Q-013 – Commissioning and Handover | Prior to Completion.                   |

### 3.3.3

The Contractor is permitted to carry out the following works after Completion: [Table 4 - Work to be completed after Completion](#)

| Item of work  | To be completed by                            |
|---|---|
| Submission of all data packs, quality assurance records and as-built drawings | No more than 10 working days after completion |

### 3.3.4 Use of the works before Completion has been certified

In the event of the Works, not being completed by the completion date, the Employer reserves the right to make use of the part/s of the works, without the Contractor having the benefit of final acceptance.

In terms of Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.

3.3.5 The Contractor ensures that the all documentation as described in the Works Information is presented to the Project Manager before Completion.

3.3.6 The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the Employer.

3.3.7 The Contractor ensures that the Project Manager has a full and accurate dossier of Maintenance and Operating Manuals at the earlier of take-over or Completion.

3.3.8 Where the Contractor has presented As-builts, Data Packs, Maintenance and Operating Manuals to the Project Manager at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.

3.3.9 Access given by the Employer for correction of Defects

Clause 43.4 requires that the Project Manager arrange for the Employer to allow the Contractor access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been

put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted.

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

Where the Contractor has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access / egress restrictions as communicated elsewhere under C3.1 Employer's Works Information at the starting date / access date stated under Contract Data - Part One, or as the works are now in use or the Employer's occupation of the Site may be incrementally or substantially changed post Completion, there may be further access / egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information.

## 4 Employer's work specifications & scope

The Contractor is to design the following parts of the works:

The Scope of Work covered by this Works Information shall include, but not be limited to the discreet element analyses (material flow) of transfer chutes, conveyor and associated infrastructure design, structural design, mechanical design, including fire protection, fire water, wash water and mechanical building services for substations and new control room, electrical design, control and instrumentation design, detail draughting, shop detail, procurement, manufacture, corrosion protection, touch-up paint, pre-assemble in shop, test, delivery to Transnet Port Terminals Richards Bay including off-loading of equipment and structures, erection, storage, site pre- commissioning and commissioning of the complete conveyor network as mentioned and illustrated in the Aerial Image shown in 2.2.1 .

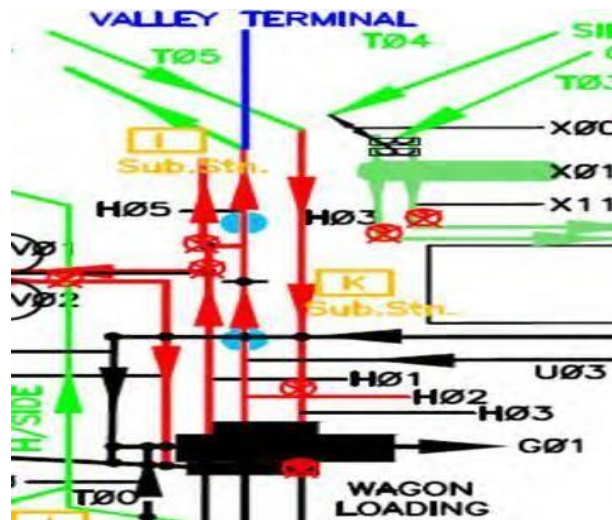


Figure 3 - H and V Conveyors and Transfer Points

## 4.1 Investigation, Survey and Site Clearance

4.1.1 The Contractor carries out the following investigations and surveys at the Site:

- Detailed condition assessment and investigation to accurately, more than 90% accurate, to determine constructions works and cost,
- All required and additional preliminary works such as surveys, scanning, geotechnical investigations, testing, etc. to ensure completion of the Contractors works within the project timelines.

## 4.2 The Civil scope of Works shall include, but not limited to:

4.2.1 Galleries and Transfer Houses

The civil scope includes but not limited to, design, supply, and installation of the Belt Washing Effluent Disposal System:

- a) Design, supply and install belt washing effluent disposal system to effectively convey effluent water away from the belt washing site using appropriate conveyance systems.
- b) The Contractor is to design, supply and install the effluent disposal system according to the specific needs of the Terminal including, but not limited to:
  - Operational requirements.
  - Effluent contamination or toxicity relating to commodities handled on respective belts.
  - Site conditions.
  - Environmental regulations where necessary.  Safety regulations where necessary.
- c) Effluent water from the belt washing system to be appropriately handled and collected as per required environmental and safety regulations.
- d) The Contractor to design and detail a Management and Maintenance Plan for the belt washing effluent disposal system.
- e) The contractor to propose alternative effluent disposal concept designs, clearly highlighting advantages and disadvantages of each concept to the Client for approval.
- f) The Contractor will be required to:
  - Complete a desk top study of the available information as well as review any assessments and reports undertaken post the fires.

- Undertake a site investigation and produce a detailed assessment report of all belt washing system sites in order to accurately inform the extent of the design, supply and installation costs of the effluent disposal system.
- Design, supply and construct the works in accordance with Transnet's Requirements and processes, industry best practices and latest statutory codes and standards.
- The design shall comply with the requirements of the South African National Standards (SANS) codes and standards as well as any local, regional and national laws and bylaws.
- The design must take into account all operational and maintenance requirements and tie into the current effluent disposal system infrastructure.
- Issue a certificate of compliance for the completed works if required.
- Perform Environmental license requirements if applicable.
- g) Works shall include for the delivery to site, off-loading and storage on-site, setting out, execution of the works, testing, commissioning and handing over of all new infrastructure and connecting to all relevant existing networks.
- h) Final deliverables for respective belt washing effluent disposal system design includes:
  - Approved for Construction (AFC) Drawings.
  - Environmental Licenses – Or amendment of existing licenses if any changes occur which affect conditions of Delkor effluent disposal license or waste management license □ Effluent Disposal System Management and Maintenance Plan.

### 4.3 The Structural scope of Works shall include, but not limited to:

#### 4.3.1 Galleries and Transfer Houses

The Contractor will be required to:

- a) Complete a desk top study of the available information as well as review any assessments and reports undertaken post the fires.
  - Undertake a site investigation
  - Issue a certificate of compliance for the completed works.
- b) All structures shall be designed to ensure that noise, vibration, temperature and dust levels are kept within acceptable limits to provide proper operating conditions for the plant, which is to be installed, and a comfortable working environment for the owner's operations and maintenance staff throughout the year. The construction of all structures shall take into account the need to achieve all specified and regulatory noise restrictions. The design methodology include safety in all aspects of the construction phase and building lifecycle.
- c) Provision shall be made in the designs for the maintenance of all high-level structures, internally and externally.
- d) Structures shall be designed to comply with the relevant parts of the international or national regulations covering fire precautions in the design and construction of buildings.
- e) Design calculations and analyses shall consider the most unfavourable combination of static, dynamic, erection and lay-down loads and loads due to temperature and shrinkage effects, to which the structure or component part may be subjected, both for the serviceability and ultimate limit states. Methods of computation and magnitude of loads shall be in accordance with the relevant standards and codes of practices.
- f) The design shall be carried out according to the current construction standards and according to the elements and the documentation provided by the owner (concerning the functional, engineering, structural, geotechnical aspects, etc.).
- g) All existing structural steelwork, whose integrity has not been compromised by the fire, must be treated for corrosion protection and reinstated in accordance with EEAM specifications.



- h) The contractor is to make provisions in the designs and construction methodology to undertake construction works under live operational conditions of H03 conveyor. Working around other contractors that are undertaking the installation of H03 conveyor system.
- i) Any temporary access required to facilitate the installation of the conveyor will need to be reinstated as per the original design intent.
- j) The new conveyor installation and associated works must not compromise the existing structure.

#### **4.4 The Mechanical scope of Works shall include, but not limited to:**

The scope of work shall include, but not be limited to:

##### 4.4.1 Bulk Material Handling Services

###### a) Conveyors, Galleries and Transfer Houses

- The complete investigation, assessment, design, construct and commission of entire conveyor systems.
- Detailed design of all conveyors, galleries, and all supporting infrastructure and services in line with relevant codes and National Standards (ISO, SANS, etc.) as well as Transnet specifications.
- Perform detailed condition assessment, investigations, and testing to determine condition and advise on use of existing infrastructure and equipment.
- Design, supply and installation of all drive and power requirements for conveyors, moving heads, and all associated infrastructure.
- Material Testing and Material Test Report inclusive of sample collection and transportation for two commodities.
- Discrete element modelling and analysis of all receiving and transfer chutes.
- Design to consider latest technology and operational improvements.
- Detail draughting and shop detailing.



- Reinstatement and construction of all designed elements,
- The Contractor to guide on the use of undamaged infrastructure/equipment/components from spares holding capacity point of view with undamaged components and placed in the Employer's spares inventory.
- The combining and optimisation of conveyors H02 and H05 to create one new conveyor H02.
- Full investigation, assessment, design, construct and commission for the combining of H02 and H05 conveyors into one new conveyor H02.
- All new control systems need to be integrated into existing control and communication infrastructure i.e. provide feedback and interlock to DBT plant SCADA within CCR.
- The construction of new conveyor, galleries, and supporting infrastructure
- All required and additional preliminary Works such as surveys, scanning, testing, etc. to ensure completion for Contractors Works.
- Ensure design engineering integration with all equipment and infrastructure
- Prepare detailed calculations for items such as commodity flow, power supply requirements and feeder configuration,
- Perform detailed transfer chute design and discrete element modelling with analyses of transfer chutes to ensure fit-for-purpose design based on various load scenarios
- Ensure all impact zones are lined appropriately with liner options presented to the Employer for acceptance prior to procurement and use
- Ensure the conveyor design is focused on maintenance access, maintainability and minimising downtime and spillages,
- Design and implementation of dust mitigation measures to prevent contamination
- Design and construction integration to works conducted by others.
- H06 will require refurbishment with associated components. Refurbishments of drive, structure corrosion protection, moving head, receiving chutes and dump chute bearing in mind size of waste skips that will receive waste.
- Detailed investigations, assessments, design, construction, commissioning, testing, and handover of the new dump chute. Design to include a new dump and receiving chute positioning.
- Reinstatement and construction of all designed elements,

#### b) General Requirements

- All conveyors and their component parts, including electrical motors and equipment, shall be suitable for operation in a highly abrasive dust laden marine atmosphere and shall be resistant to maintenance and cleaning activities.
- All Belt Conveyors shall comply with the requirements of ISO 5048/5049 as well as Transnet project specific requirements
- Any base components and/or sub-components not covered in the above documents shall be according to the Manufacturer's standards for the specific application. Full details shall be supplied. The Contractor is granted certain liberties to demonstrate superior knowledge of design, construction, quality, and performance.
- Conveyor drives shall be able to start, operate, and stop smoothly and safely under normal and emergency conditions without over-stressing the conveyor belting, components, structures, or associated systems. Conveyor to be designed to start under load.
- No torque arm arrangements to be used and floor mounted drives preferred.
- At loading and impact areas, Contractor to align to Transnet specifications.

- 
- No tubular idler frames are to be used.
- Conveyors shall be designed to operate properly and track without the need to skew or tilt idler frames to control the side-to-side movement of the conveyor belting.
- Conveyors shall be capable of operating safely and smoothly without the conveyor belting lifting, flapping, vibrating, or running out of alignment under all operating conditions with maximum speed wind acting from any direction.

Where conveyor elevation is equal to or greater than two (2) meters above ground level, the conveyor shall have a walkway on both sides, unless otherwise specified.

- Maintenance platforms around all pulleys and take-ups shall be provided.
- Maintenance platforms around chutes with inspection covers must be provided.
- Wherever possible, equipment and components shall be standardized to the maximum extent possible to keep spare parts to a minimum.
- The entire installation shall conform in all respects to environmental standards, and occupational safety and health standards for all air emission, exposure limits and Inclusive of existing AEL requirements.
- The following shall be included on Contractor documentation or drawings: all material specifications, dimensions, tolerances, and fits for proper design, supply, manufacture, and assembly of conveyor components. Changes to above shall be approved by Transnet Port Terminals.
- Field assembly shall be minimum required where practically possible.
- The noise level measured 1 meter away from anywhere around the conveyor shall not exceed 85 dB.
- Safety guards shall be provided for all rotating or moving parts such as drive couplings and pulleys.
- Chutes must be designed not to spill and overflow on belt stop sequences and to ensure steady efficient flow through to receiving chute and conveyor with minimal dust generation
- Relevant dust skirts and mitigations to prevent cargo contamination to be investigated, designed and implemented
- Conveyor belting shall meet the necessary requirements as to grade, strength, troughability, load support and flexing over pulleys and idlers as per ISO 5048 and relevant National and Transnet specifications. The belting shall be free of defects and have the minimum number of splices.
- Concepts and options are to be presented to the Employer in all areas of works prior to any engineering development and fabrication

#### 4.4.2 Building Services and Fire

##### a) Conveyors, galleries, transfer houses

- All fire protection, fire water, wash water design, fire communications, instrumentation and associated infrastructure,
- All fire deluge and fire protection systems to be interlocked with existing conveyor belt PLC and SCADA systems including fire monitoring.
- Allow for detail design and integration into existing control room at central control room (CCR) as well as provision for relevant control system license/s.
- All complete fire protection, and all relevant mechanical building services design including HVAC and suitable gaseous fire detection and suppression system in line with ASIB, SANS and other relevant codes and standards.
- Bidders to exclude HVAC and gaseous fire detection and suppression designs .
- All new control and monitoring systems need to be integrated into existing control and communication infrastructure i.e. provide feedback and interlock to DBT plant SCADA within CCR

- 
- Detail draughting, design, calculations and shop detailing,
- Reinstatement and construction of all designed elements,
- The complete investigation, assessment, design, construct and commission of entire fire protection, fire water, wash water and design systems pertaining to the conveyor belt works.

#### b) General Requirements

- All fire protection, fire water, wash water design and associated infrastructure
- All wash water, fire water, fire protection system components which shall include but not be limited to fire, all fire deluge systems, fire water piping, piping supports for all pipework, valves, sprinklers, deluge nozzles, flanges, gaskets, bolting, clamps, supports, fire detection systems, panels, gauges, controls, instrumentation and all associated components and signage shall be such that it can operate in a highly abrasive dust laden marine atmosphere.

All new control systems need to be integrated into existing control and communication infrastructure i.e. provide feedback and interlock to DBT plant SCADA within CCR including all fire instrumentation and communications infrastructure.

- Fire detection system needs to transmit/communicate a signal and display to the existing CCR (Central Control Room).

#### 4.4.3. The Contractor areas of Services and deliverables shall include but not be limited to:

- Prepare detailed calculations, computer simulations on all mechanical engineering elements in line with Transnet specifications, to include, but not limited to, the following:
  - Conveyor belt design width of 1350mm and Class 1000 where applicable based on Contractor assessment and investigation, ○ The current as built data issued must be used as a design input. the belt speed would be fixed at 2,5m per second with the conveying design tonnage been an output of the design. The new H02(combination of old H02 and H05) and H06 must be designed for a single commodity been Sulphur only. provision must be made for material lab testing of Sulphur as an input into the design.
  - Conveyor belt classes, grade, and type selection, ○ Investigate fire retardant conveyor belting, ○ Design of conveyors take-ups, ○ Design of pulleys and shafts, ○ Idler selection and spacing (with recommendations if solution differs from current TPT standards),
  - Belt cleaning devices, ○ Design of new travelling carriages (flopper chutes, moving heads, tripper cars etc.), rack and pinion system preferred for moving heads,
  - Design for maintenance, ease of access and walkways, ○ Drive system and configuration, ○ Electrical load calculations, ○ Braking calculations/modelling, ○ Drive selection, ○ Flow modelling to for all commodities ○ Conveyor guarding in line with International, National and Transnet standards and requirements
  - Structural design of all conveyor and bulk material handling elements and ○ Calculations for fire protection and all building services designs ○ Design for Health and Safety as per OHS Act
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders,
- Undertake concept and detail fire design for detection and suppression,
- Prepare concept and detail drawings for all mechanical, fire, mechanical building services, civil, structural, electrical, and control & instrumentation elements of the new conveyors and associated infrastructure to detailed Approved for Construction design, to include, but not limited to, the following:

TRANSNET PORT TERMINALS:

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: Import Sulphur rebuild Programme, H gallery at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").



- - General Assemblies, ○ Layouts, ○ Detailed Mechanical Elements, ○ Process Flow Diagrams,
  - Process and Instrumentation Diagrams, ○ Pneumatic and hydraulic drawings ○ Piping ISO drawings ○ Pipe route drawings ○ Data sheets, ○ Detailed structural connections,

- Single line diagrams, ○ Cable routing,
- Pipe routing ○ Process and instrumentation diagrams and ○ Shop detail drawings.
- Prepare a detailed conveyor specification referring to detail design which includes fabrication, testing, supply, installation and commissioning of conveying equipment. This will include for, but not be limited to:
  - Belting, ○ Idlers, ○ Pulleys, ○ Winches ○ Drives and ○ Installation specification of the above.
- Prepare a detailed fire and building services specification referring to detail design which includes fabrication, testing, supply, installation and commissioning of conveying equipment, fire and building services.
- Prepare construction methodology and installation procedures for all infrastructure and equipment, modularisation, and pre-assembly to be detailed.
- Providing and signing-off the critical hold points for all design critical construction and fabrication works,
- Performing all quality checks and approvals of fabrication, installation, and equipment (inclusive of FAT's, SAT's),
- Respond to field engineering queries,
- Engineering changes and updates to drawings,
- Issue of design certification (construction alignment to design)
- Mechanical completion and commissioning
- Issuing Certificate of compliance for all infrastructure, equipment, and processes
- Perform all commissioning and testing in accordance with international, national and Transnet standards and requirements.

#### **4.5 The Electrical scope of Works shall include, but not limited to:**

##### 4.5.1 High Level Electrical Scope of works

- a) The Electrical Scope covers and not limited to, the refurbishment, design, manufacture, supply, installation, construction and commissioning of the electrical infrastructure related to the routes as described above.
- b) The works entails the furnishing of all plant, labour and materials, construction plant, temporary works, equipment, auxiliaries and accessories, special tools, spare parts and operation occupation arrangements.
- c) The Contractor shall provide all engineering deliverables to the Employer for acceptance. The expected Electrical and Instrumentation deliverables are but not limited to the following list:
  - Design Criteria with the details of all the applicable design standards and plant specifications.
  - Technical reports with all the calculations and studies which includes but are not limited to illumination, load flow, fault level, protection, earthing and lightning protection.
  - The consultant/Contractor shall undertake the required power system studies for the H02, H05 and H06 electrical reticulation using the latest version of the ETAP simulation software. The consultant/Contractor shall be in possession of the software.
  - Plant/Equipment list.
  - Plant/Equipment data sheets and layout drawings.
  - MV and LV Single line drawings.
  - Electrical Lighting and Power layout drawings.
  - Schematic diagrams.
  - Cable route drawings and electrical raceway/cable management drawings.
  - Loop drawings

- Instrumentation diagrams
  - As-Built Drawings
  - CoCs
- d) Cold and hot commissioning.
- e) During construction, Transnet's Port electrical appointed personnel shall perform all the required switching and control work permits.
- f) The Contractor shall submit a notification of switching to the Project Manager two weeks prior to the required work being performed.

#### 4.5.2 Electrical Scope for Galleries and Transfer House



Figure 4 - Aerial Image 2: Substations Area View



Figure 5 - Aerial Image 3: View of Conveyors and Galleries

- The Contractor is to study and understand the "investigation for the catastrophic failure of the h00, h01, h02, h03, h05, h06, v01&2 and v51 conveyor galleries and associated infrastructure in the port of Richards bay report" also issued as an annexure of this Works Information. This conditional Assessment report shall serve as a guide that was used in the development of the Electrical Scope and shall be considered as a reference. It is advised that the Contractor reads the scope of work in

conjunction with the referenced conditional assessment report, but it must be noted that in other items, the approach required by the Employer is different from the proposal of the conditional assessment.

- The Contractor shall select the suitable ingress and explosion proof protection for the electrical plant considering the environment impacting the installation.
- For pricing, the Contractor shall assume all Electrical plant to have an explosion proof rating for zone 21.
- The Contractor shall test, refurbish and issue back to TPT all the reusable plant/equipment that was recovered from the installation to be replaced. See the condition assessment report of plant to be refurbished.
- The Contractor shall allow for a new 3.3kV standalone feeder panel complete with a protection relay. New MV drive replacing H02 and H05 drives shall be fed from this panel through a new soft starter to be selected, supplied and installed by the Contractor.
- New 3.3kV drive design shall be assumed to be equal to a combination of the existing H02 and H05 drives.
- The Contractor shall test and refurbish the existing H06 drive. The drive shall be upgraded to a frame that is suitable for a zone 21 atmosphere.
- The Contractor shall design supply and install a new H06 drive complete with a new Soft Start to be feed from Substation K
- The Contractor shall design, supply and install new cables complete with terminations for the supply circuits of the conveyor belt drives and for all the required electrical reticulation that forms part of the electrical scope. The reticulation shall be assumed to be from substation K to the position of the existing H06 and H05.
- The Contractor shall design supply and install new routes/cable management system (using stainless steel) for the electrical reticulation of the supply circuits of the conveyor belt drives and for all the required electrical reticulation that forms part of the electrical scope. The reticulation shall be assumed to be from substation K to the position of the existing H06 and H05.
- Existing single line diagram for the electrical network, existing drives specifications and the condition assessment report shall be issued as annexures of this Works Information. Information in these references provides guidance for pricing purposes. For new drives, the Contractor shall use the spec of the existing drives (with frames suitable for zone 21) for pricing.
- The Contractor shall design, select, install, and commission the small power, earthing, and bonding for the electrical scope related all to the installation covered in this contract.
- The contract shall design, supply, and install all the complete controls and instrumentation requirements related to the proposed installations.
- The electrical scope that is required but is not included in this works information shall be considered as the responsibility of the Contractor. This is thus to state that works that is clearly not defined shall be brought up for clarity by the Contractor during pricing or it will be assumed that the price given by the Contractor holistically covers the entire scope.
- The electrical scope that forms part of the activities of this scope, that is required but is not included or elaborated in this works information, shall be considered as the responsibility of the Contractor within the context of the documented activities.
- The Contractor shall test and commission the enter Electrical and Instrumentation installations





#### **4.6 Deliverables shall include but not be limited to:**

- Prepare detailed calculations, computer simulations on all engineering elements in line with Transnet specifications
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders,
- Undertake concept and detail fire design for detection and suppression,
- Prepare concept and detail drawings for all mechanical, fire, mechanical building services, civil, structural, electrical, and control & instrumentation elements of the new conveyors and associated

infrastructure to detailed Approved for Construction design, to include, but not limited to, the following:

- General Assemblies, ○ Layouts, ○ Detailed Mechanical Elements, ○ Process Flow Diagrams, ○ Process and Instrumentation Diagrams, ○ Pneumatic and hydraulic drawings
  - Piping ISO drawings ○ Pipe route drawings ○ Data sheets, ○ Detailed structural connections,
  - Single line diagrams, ○ Cable routing, ○ Pipe routing ○ Process and instrumentation diagrams and ○ Shop detail drawings.
- Prepare a detailed specifications referring to detail design which includes fabrication, testing, supply, installation and commissioning all designs.
  - Prepare construction methodology and installation procedures for all infrastructure and equipment, modularisation, and pre-assembly to be detailed.
  - Providing and signing-off the critical hold points for all design critical construction and fabrication works,
  - Performing all quality checks and approvals of fabrication, installation, and
  - equipment (inclusive of FAT's, SAT's),
  - Respond to field engineering queries,
  - Engineering changes and updates to drawings,
  - Issue of design certification (construction alignment to design)
  - Issuing Certificate of compliance for all infrastructure, equipment, and processes
  - Perform all commissioning and testing in accordance with international, national and Transnet standards and requirements.

## 5 List Of Drawings and Reports

### 5.1 Drawings, Illustrations, Reports issued by the Employer

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

- Some drawings may contain both Works Information and Site Information.
- Where drawings and documentation refer to other Operational Division and Company names, it must be read as Transnet Port Terminals
- All information issued i.e. drawings, illustrations, reports etc is for information only can be found in the Annexures -
  - CV H02 Sulphur Import Conveyor
  - CV H05 Sulphur Import Conveyor
  - CV H06 shuttle Conveyor
  - H&V Transfer House
  - HBI Transfer House
  - BVI Fire Assessment Reports
  - Bosch Fire Damage Assessment Reports

## 6 List of specifications

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

Table 5 - List of Specifications

| Title      | Description  |
|------------|--|
| SANS       | All relevant SANS specifications and requirements              |
| ISO        | All relevant ISO specifications and standards                  |
| TIMS       | Transnet Construction Environmental Management Plan_Rev04      |
| TIMS       | Transnet Standard Environmental Specification_Rev04            |
| TIMS       | Contractor SHE Specifications                                  |
| TIMS       | COVID 19 Post-Lockdown Construction Site HS Guidelines Rev 01_ |
| TIMS       | TIMS Contractor Health and Safety Specification Guideline      |
| DBT Plant  | Conveyor Technical Data  |
| DBT Plant  | Electrical Network   |
|            |  |
| EEAM-Q-001 | Belt Conveyors and Associated Equipment                        |
| EEAM-Q-002 | Specifications Hydraulic Equipment                             |
| EEAM-Q-003 | General - Specification for Steel Wire                         |
| EEAM-Q-004 | Gear, Shaft & Bearing Brake                                    |
| EEAM-Q-006 | Structural steel Work  |
| EEAM-Q-008 | Corrosion Protection   |
| EEAM-Q-009 | Quality Management   |

|                    |  |
|--------------------|--|
| EEAM-Q-010         | Specification for reinforced Concrete and Structural |
| EEAM-Q-011         | Maintenance of Cranes and Hoist                      |
| EEAM-Q-012         | General Electrical Equipment - Revised 10-Sep-12     |
| EEAM-Q-013         | Punch List Specification                             |
| EEAM-Q-014/015     | Electrical Motors and generators-                    |
| EEAM-Q-014/016     | Electrical Motors and generators                     |
| EEAM-Q-015         | Elec Tech Data Sheet                                 |
| EEAM-Q-016         | General Requirements and Conditions                  |
| EEAM-Q-017         | Medium voltage switchgear and control                |
| EEAM-Q-018/021/030 | Specification for Electrical Equipment               |
| EEAM-Q-019         | Cable reel Systems                                   |
| EEAM-Q-020         | Tests on Electrical Equipment                        |
| EEAM-Q-021         | Specification for Electrical Equipment               |
| EEAM-Q-021         | Electronic Equipment                                 |
| EEAM-Q-028-M       | Specific requirements-Mech Equip-Richards Bay        |
| EEAM-Q-028-E       | Specific requirements-Elec Equip-Richards Bay        |
| EEAM-Q-030         | (Elec Equip Supply- PORTS HE8-2-12Ver1)              |
|                    |  |
| TPD                | High Level Commissioning Plan                        |
| TPD                | TPD-001-EL&PSPEC                                     |
| TPD                | TPD-002-DBSPEC (2)                                   |
| TPD                | TPD-003-CABLESPEC                                    |
| TPD                | TPD-004-EARTHINGSPEC                                 |
| TPD                | TPD-005-FIRESPEC                                     |
| TPD                | TPD-007-MVSWITCHSPEC                                 |
| TPD                | TPD-008-MINISUBSPEC                                  |
| TPD                | TPD-010A-HIGHMASTSPEC-A                              |
| TPD                | TPD-010B-HIGHMASTSPEC-B                              |
| TPD                | TPD-011-UPSSPEC                                      |
| TPD                | TPD-012-ACCESS CONTROL                               |
| TPD                | TPD-012-POWER FACTOR CORRECTION                      |
| TPD                | Trenching Manhole spec                               |

## SECTION 2

### 7 Management and start up

#### 7.1 Management meetings

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

Table 6 - Management meetings

| Title and purpose   | Approximate & time interval | Location                 | Attendance by:   |
|---|-----------------------------|--------------------------|--|
| Contract Management (overall contract progress and feedback, including risk register and compensation events) | Every 2 weeks               | TPT Richards bay offices | CM, Project Manager, Supervisor, Contractor Project Manager, Project Team          |
| SHE meetings  | Weekly                      | On-Site                  | CSHEO, CM, Project Manager, SHEQ, ProjEM, Contractor Project Manager, Project Team |
| Safety Action Meetings  | Weekly                      | On-Site                  | CM, Project Manager, HSR, Contractor Project Manager, Project Team                 |

|                                 |   |                                   |  |
|---------------------------------|---|-----------------------------------|--|
| SHE Pre-mobilisation Meeting    | Within 1 week prior to site establishment by Contractor | On-Site/ TPT Richards bay offices | CM, Project Manager, HSR, EO, ProjEM, CSHEO, Contractor Project Manager    |
| Stakeholder Engagement Meetings | Monthly   | TPT Richards bay office           | Client, CM, Project Manager, HSR, Contractor Project Manager, Project Team |

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

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

## 7.2 Documentation Control

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.

- 7.2.1 The Contractor Documentation Schedule (CDS) is as contemplated in DOC-STD- 0001 – Rev 03, as contained in Annexure 16.
- 7.2.2 The Contractor documentation "Starter kit", as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
- 7.2.3 All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Document Controller at the Project site-office document control department. All electronic communication to be transmitted to **RBayDocControl@transnet.net** and relevant Document Controller copied in.
- 7.2.4 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.
- 7.2.5 Should any change be made to documentation or data, which has already been submitted to the Project, new or revised documentation or data shall be issued to replace the outdated information.
- 7.2.6 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.

- 7.2.7 The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- 7.2.8 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.
- 7.2.9 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.
- 7.2.10 All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001
- 7.2.11 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.
- 7.2.12 The required number of copies of documentation and data shall be specified in the 'Contractor Documentation Schedule' (CDS). The required number of copies shall as a minimum be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- 7.2.13 The Contractor shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project Manager.
- 7.2.14 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.
- 7.2.15 The Contractor shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project

### **7.3 TIMS HEALTH AND SAFETY CONTRACTOR SPECIFICATION GUIDELINES**

#### 7.3.1 Health and Safety Requirements

- a) The Contractor shall comply with the requirements of the, TIMS health and safety contractor specification guidelines,
- b) The Contractor shall comply with the requirements of the Transnet Port Terminal, Projects Site Specific Health and Safety Specification, HAS-SP-0001 and Transnet Covid-19 Guidelines.
- c) 'In order to manage and reduce the impact of Covid-19 on Transnet construction sites, the Contractor shall comply with the following guidelines-:
  - -IMS-HS-SOP.009.01 – POST COVID-19 CONSTRUCTION SITE GUIDELINES,
  - -IMS-ENV-SOP-009.01 – HEALTH CARE WASTE MANAGEMENT ON CONSTRUCTION SITES
  - -Contractor General Requirements for Health and Safety for the Fire Rebuild Project
- d) The Contractor shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the Contractor cost and which shall be deemed to have been allowed for in the rates and prices.
- e) The Contractor will be required to submit SHE COMPLIANCE FILE/as per the OHS Act of, 1993 (Act 85 of 1993) and its Construction Regulation 2014, as well as the Transnet Site Specification. Requirements of the Employer, if any, will be made known on award of the contract.
- f) The Contractor is solely responsible for the delivery of the services under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract. The Contractor must comply with Asbestos Abatement Regulations, 2020, as framed under the OHS Act,

- 1993 (Act 85 of 1993) during preparations of the Health and safety plan, Risk Assessment, including handling and removal of construction material.
- g) safety plan, Risk Assessment, including handling and removal of construction material.
  - h) The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.
  - i) The Contractor must comply and is responsible for ensuring that all of its Sub- Contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.
  - j) The Principal Contractor must prepare, implement and administer the Health and Safety Management Plan (HSMP) based on the Health and Safety Specifications. The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
  - k) All method statements, Risk assessments and transit plans will be included within the Contractor Method Statements and will form part of the on-site documentation (all documents must be compiled by competent personnel to avoid delays and unnecessary back and forth approval process.
  - l) The Contractor shall ensure compliance to Construction Regulation 2014, under the Occupational Health and Safety Act, Act 85 of 1993 by appointing a Health and Safety Construction Agent if required/if the project triggers the permit requirement , this person must a competent, registered with the SACPCMP as CHS Agent. This person will facilitate and create all necessary documents for construction work permit to the Department of Labour. The Agent shall be available for presentation of documents to Transnet, attending meetings and doing full Agent duties as prescribed by the regulation.
  - m) All Safety officers appointed by the Principal Contractor and Contractors shall be registered with the SACPCMP and shall have a minimum of 5 years' experience on similar projects.
  - n) All equipment, services shall be designed for safety and demonstrate safety aspects considered: by producing Design for health and Safety document by the designers. Demonstration of health and safety features considered during design stage must be presented and involvement of Construction Health and Safety Agent personnel during design stage must be evident. Hazorp and Hazcon studies must be conducted as required and be presented to the client (Transnet Port Terminal)
  - o) The Plant shall be designed and built to ensure reasonable safety and comfort of the operator, maintenance personnel and people in the area in accordance with the relevant Project Specific Specifications.
  - p) At all times during the manufacture, construction, erection and testing of the Plant the Contractor will be responsible for the safety of all persons on the site and the Plant will be in full compliance with the requirements of the South
  - q) South African Occupational Health and Safety Act, Act 85 of 1993, and Transnet Health and Safety Management Plan.
  - r) Necessary registers, accident books, diary, time book, test certificates, method statement, risk assessment, health and safety plan etc will be kept on site under the control of the Site Supervisor and can be inspected at any time. All accidents are to be reported to and entered in the site accident book.
  - s) At all times the Contractors staff will ensure a high standard of Health and Safety is carried out at all times on site.
  - t) All operatives on site must wear full PPE in accordance with Transnet Port Terminals HSE requirements including safety boots, hard hats and a high visibility vest or coat and LEP (Light Eye Protection) as standard.
  - u) The 'no smoking on site' policy will always be adhered to; smoking will only take place in the site designated area.
  - v) Asbestos/ possibility contact and removal (Please note these Asbestos requirements will only apply if there is a possibility of Asbestos material on site



- w) In case the Contractor discovers asbestos A Pre-Demolition and Refurbishment or removal of asbestos survey will be done by the Contractor and submit for approval, and a copy of a Plan will be done in accordance with Asbestos Legislation.
- x) A suitably approved licensed Asbestos Removal Contractor will be appointed to carry out the removal of all asbestos containing products including the asbestos cement based corrugated sheets and rainwater down pipes and gutters.

#### 7.3.2 Cost for Health and Safety

Health and safety cost must be demonstrated as guided/Shown on the example of the cost for Health and Safety sheet. All the cost must be added on the sheet.

### **7-4 TIMS ENVIRONMENT AND SUSTAINABILITY SPECIFICATION GUIDELINES**

7.4.1 The following documents, included in the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management System (TIMS) Policy Commitment Statement;
- Transnet - ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP);
- Transnet - ENV-STD-002 Rev 04 Standard Environmental Specification (SES); and
- Transnet Asbestos Management Procedure.
- TIMS environment and sustainability specification guidelines.

The Contractor must comply with all the requirements of the CEMP, SES and PES as mentioned above. The above requirements shall be applicable to the main Contractor and its service providers.

The Contractor must sign the declaration of understanding as a commitment to abide with Transnet Environmental Governance Framework and Project Environmental Specification. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

The

Contractor shall perform the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the CEMP and SES. The CEMP describes in detail the roles and responsibilities of the project team with respect to Environmental Management. In addition, it describes the main requirements that the Contractor must comply with during the construction phase to ensure that the environment is considered, negative impacts are avoided/minimised and positive impacts are encouraged.

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

- 7.4.2 The contractor must appoint a fulltime Environmental Officer (EO)/Safety, Health and Environmental (SHE) Officer to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO/SHE officer must have relevant environmental qualifications and experience, and this must be approved by TPT before commencement of work on site.
- 7.4.3 The Contractor will be required to submit an environmental file to TPT post award of tender. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.
- 7.4.4 The overarching obligations of the Contractor under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 6.1.3 of the CEMP) for all construction operations at the Site and/or Working Area by the Contractor and where requested by the CM and to comply with the following:
- 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 SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These method statements shall form part of the environmental file. The Contractor shall ensure that management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.
- 7.4.5 The Contractor shall ensure that all salvageable items not required for re-use in the project must be delivered to Amafa Conservation Materials Bank at the Contractor costs if required.
- 7.4.6 Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.
- 7.4.7 During the construction period, the Contractor complies with the following:
- A copy of the CEMP and SES shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
  - Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TPT Construction Manager and TPT Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TPT Environmental Manager or Environmental Officer.

The

- Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.
- The Contractor shall be responsible for rehabilitating and or re-vegetating all areas to the satisfaction of the TPT Environmental Manager or Environmental Officer as detailed in the SES.
- The Contractor must ensure that its Subcontractors comply with the Environmental Specification.

## 7.5 Quality assurance requirements

### 7.5.1 General

The Contractor is responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of the Work in accordance with the requirements of this Specification, together with the Contractor PQP and QCPs once reviewed and accepted by TRANSNET.

The Contractor shall execute the works in accordance with the project specification "General Quality Requirements for Contractors and Suppliers" - QAL-STD-0001 included in Annexure 17 of the Works Information.

#### Applicable Codes and Standard Documents

- EEAM-Q-009 Quality Management Specification for Supplier/Construction
- ISO 9001:2008/2015 International Standard Series Quality Systems
- ANSI/AWS D1.1 Structural Welding Code -Steel
- SANS1200 Standardised Specifications for Civil engineering Construction
- SANS 10160 General Procedures and Loadings (Design of Buildings)
- SANS 10162 Structural Use of Steel
- SANS 1200H Structural Steelwork
- SANS 1200HC Corrosion Protection of Steelwork
- SANS 1200HB Cladding and Sheeting
- SANS 10100 Structural Use of Concrete
- SANS 1200G Concrete (Structural)
- SANS 1200D Earthworks
- TIMS Quality Contractor Specification Guideline

7.5.2 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor as appropriate) the documented Quality Management System to be used in the performance of the works.

7.5.3 The Contractor Quality Management System shall conform to International Standard ISO 9001:2015 (or an equivalent standard acceptable to the Project Manager).

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

- Project Specific Quality Plan for the contract
- ISO 9001:2015 certification
- Index of Quality procedures / Method statements to be used during the contract.
- Quality Control Plan (QCP's) for each discipline (Civil & Structural,
- Mechanical and Electrical)

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2015) that displays the five key policy requirements.

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

7.5.6 The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within contractors register of documents.

7.5.7 The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

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

7.5.9 Where specified, the Contractor shall submit a project quality plan to Transnet Port Terminal within 14 working days after the Contract start date. The quality plan shall detail how the Contractor Quality System will be applied to the Scope of Work specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Contractor Scope of Work, and relevant elements of the applicable ISO 9001:2015 standard
- Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements
- List of all applicable codes, standards and specifications
- Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required
- Include all proposed method statements (for site-based work activities)
- Include a description of the Contractor 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
- Include a listing of all Quality Control Plans (QCP's), and associated Field
- Inspection Checklists (FIC's), as applicable
- Identify in the Project Quality Plan any Sub-Contractor work.
- Include the proposed Authorised Inspection Authority (where applicable - for pressurised equipment and systems)
- Include a schedule / index of proposed quality records

The Project Quality Plan shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

7.5.10 The Quality Policy mean the overall intentions and directions of the Contractor

7.5.11 related to quality as formally expressed by top management.

7.5.12 The Index of Procedures means a list or schedule of the Contractor Quality Control procedures that will be employed during the contract.

7.5.13 The Contractor shall provide material certificates for all materials supplied under this contract, in addition test certificates for all lifting and rigging equipment which is part of the gravity take up unit shall be provided. Certificates recording the balancing of the pulleys shall be provided.

The

7.5.14 The Contractor complies with the requirements of QAL-STD-0001 Quality Requirements for Contractors and Suppliers contained in Annexure 17 Quality Control Plans

7.5.15 The Contractor prepares and submits QCPs to TRANSNET for review in accordance with the requirements of the Contract and PQP.

7.5.16 QCPs must clearly identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

7.5.17 The Contractor shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by TRANSNET.

7.5.18 QCPs shall include reference to all tests specified in the Works Information.

7.5.19 Inspection Points

The QCP identifies points in the fabrication, manufacturing and/or installation process that are selected for inspection. These points are denoted by the following inspection codes:

a) Hold Point (H)

Inspection points in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Hold points require written notification to TRANSNET. b) Witness Point (W)

An inspection point in the manufacturing cycle that will be witnessed or verified. If TRANSNET confirms it is unable to attend after being provided with the written notification, then manufacture may proceed. Witness points require written notification to TRANSNET.

c) Review Point (R)

A point at which products and quality records are verified and endorsed. Review points are not point that require notification to TRANSNET.

d) Surveillance (S)

An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

The Contractor maintains the status of testing and inspection by progressively having the QCPs signed off.

7.5.20 Specific Responsibility and Authority Contractor has the overall authority in the determination of all matters affecting the implementation and operation of quality practices on the project. Contractor is responsible for:

- Identifying resource/s and equipment for project quality purposes
- Ensuring that Quality personnel are suitably qualified

7.5.21 Quality personnel assigned must have attended ISO 9001:2015 training and must have a minimum of three years in the field on Quality Assurance and Control.

## 7.6 Programming constraints

7.6.1 The Contractor construction programme shall correspond with the Employer's objectives of the Employer's Works Information.

7.6.2 The Contractor construction programme shall correspond with the stipulations included in the Employer's Works Information, which details the minimum construction constraints to be considered in providing the Works.

- 7.6.3 The Contractor construction programme shall comply with the stipulations included in the Employer's Works Information, which details the minimum Environmental Management constraints as imposed on the provision of the Works.
- 7.6.4 The Contractor construction programme shall comply with the stipulations included in the Employer's Works Information, which details the minimum Health & Safety constraints as imposed on the provision of the Works.
- 7.6.5 The Contractor construction programme shall comply with the stipulations included in the Employer's Works Information, which details the minimum Quality Assurance constraints as imposed on the provision of the Works.
- 7.6.6 The Contractor construction programme shall include any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined in the Employer's Works Information.
- 7.6.7 The Contractor shall comply with the provisions of NEC ECC Clauses 25.1, 27.1 and 27.2 among others, when providing occupations to the Working Areas to allow for works which will be undertaken by Others.
- 7.6.8 Key Dates are detailed in the relevant section(s) of the Works Information will be in accordance with the dates stipulated within Contract Data Part One; pending approval of Project Manager and subject to the requirements as stipulated in NEC ECC Clause 25.3.
- 7.6.9 Contractor is required to comply with the Employer's stipulations regarding all required approvals, permissions, licences and permits, prior to commencing works and or specific activities.
- 7.6.10 The Contractor construction WBS shall correspond with the client's Pricing Data. As a minimum shall include but not be limited to the following WBS Elements:
- a) Procurement and delivery of all long lead items necessary to provide the Works in line with the stipulations of the Employer's Works Information.
  - b) Long lead items include but are not limited to; plant, equipment, materials and any other resources, as required to provide both temporary and permanent works.
  - c) Procedure for Contractor design submission and approval any portion of the works and/or plant and equipment as stipulated in the Works Information in accordance with stipulations for submission, acceptance and approval as stipulated in the Works Information; including any other additional design requirements and or alterations in existing design which may stem from the aforementioned.
  - d) Correction of Defects, testing and commissioning, as-built, hand-over and close-out procedures in accordance the Works Information.
  - e) All Trades & Headings from the Bill of Quantities or Activity Schedules are to be captured in the WBS.
- 7.6.11 The Contractor uses Primavera P6 programme submissions or similarly approved that is fully compatible with prior written approval from the Employer. In the event that the Contractor will be using earlier or later/more recent versions of the software, the onus is on the Contractor to ensure that a conversion is done in order for Primavera P6 XML file (soft copy) submissions to be compatible with Primavera P6 version 21.
- 7.6.12 The Contractor shows on each programme he submits to the Project Manager, the requirements of the [CEMP, SES, PES and SMP] as described under the relevant sections of the Works Information, together with the associated environmental method statements.
- 7.6.13 The Contractor ensures programme complies with industry best practices and project management methodologies.
- 7.6.14 The Contractor will make use and comply to a 14-Point Assessment Metrics as a benchmark to check programme quality and health metrics. The metrics used is aligned to the DCMA 14-Point Assessment

The Metrics. Programmes are to pass with a minimum of 75% to be considered acceptable. The following metrics will apply

Table 7 - Programme Quality Metrics

| Ref # | Schedule Quality Metric                   | Target | Explanation  |
|-------|---|--------|--|
| 1     | <b>Logic (logic missing)</b>              | <5%    | A core schedule quality check. In theory, all activities must have at least one predecessor and one successor associated with it. Failure to do so will impact the quality of results derived from a time analysis as well as a risk analysis. Note that links will need to be independently verified to ensure they make sense. |
| 2     | <b>Leads</b>                              | 0%     | Any task that has a lead (negative lag) in its predecessor   |
| 3     | <b>Lags</b>                               | <5%    | Any task that has a lag in its predecessor   |
| 4     | <b>Finish to Start (FS) relationships</b> | >90%   | Any relationship type that is Finish-to-Start  |
| 5     | <b>Hard Constraints</b>                   | <5%    | An incomplete task that has any type of constraint   |
| 6     | <b>High Float</b>                         | <5%    | An incomplete task with float greater than 44 working days   |
| 7     | <b>Negative Float</b>                     | 0%     | An incomplete task with float less than 0 working days   |
| 8     | <b>High Duration</b>                      | <5%    | Any incomplete task that has a duration greater than 44 working days (2 Months) *calendar dependant  |
| 9     | <b>Invalid Dates</b>                      | 0%     | Any task that has a forecast start/finish date prior to the project schedule status date or an actual start/finish date beyond the project schedule status date  |
| 10    | <b>Resources</b>                          | 100%   | Any incomplete task that has resources (quantity/hours/currency) assigned  |

|           |  |                 |  |
|-----------|--|-----------------|--|
| <b>11</b> | <b>Missed Tasks</b>                      | <5%             | Tasks that are supposed to have been completed (prior to the status date) with actual or forecast finishes after the baseline date OR have finished variances >0   |
| <b>12</b> | <b>Critical Path Test</b>                | Pass            | A delay test activity is inserted into the CPM schedule in order to test if the critical path behaves as it should. This results in a pass or fail.  |
| <b>13</b> | <b>Critical Path Length Index (CPLI)</b> | > 0.95          | The Critical Path Length Index (CPLI) is a measure of the relative efficiency required to complete a milestone on time, or how close a critical path is to the project target completion date.   |
| <b>14</b> | <b>Baseline Execution Index (BEI)</b>    | > 0.95          | An indication of the efficiency with which actual work has been accomplished when measured against the baseline. The more activities that are completed either on time or ahead of the baseline schedule will reflect a BEI of 1 or more. Conversely, a BEI of less than 1 reflects less than forecasted schedule execution. |
|           | <b>Overall</b>                           | <b>&gt; 75%</b> | <b>11 out of 14 metrics passed</b>   |

7.6.15 Employer (including the agents of the Employer) operates on Site during dates or timings when the Contractor has completed certain elements of the Works.

7.6.16 Others operate on Site during dates or timings when the Contractor has completed certain elements of the Works.

7.6.17 The Contractor first accepted programme may be agreed during the pre- contract negotiation period, and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date).

7.6.18 The Contractor complies with the Employer's programme, if provided, when submitting first programme.

7.6.19 The Contractor shows on accepted logic programme and all subsequently revised programmes the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

7.6.20 The Contractor presents all programme submissions including but not limited to the tender programme, first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project schedule – decomposed to appropriate levels of detail in order to accurately substantiate activity duration estimates.



The

- 7.6.21 The Contractor shows on Accepted Programme and all subsequently revised programmes showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 7.6.22 The Contractor programme shows duration of operations in working days as per the stipulated definition of the workdays and hours under C3.1 Employer's Works Information.
- 7.6.23 Each programme submitted by the Contractor to the Project Manager, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources).
- 7.6.24 The Contractor shows on each programme he submits to the Project Manager, the requirements as listed in the NEC3, ECC, Clause 31.2.
- 7.6.25 The Contractor attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date); to agree and set-up - including but not limited to - the first schedule for acceptance; methodology for calculation of physical progress percentage for the project, monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.
- 7.6.26 The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor, including a spreadsheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.
- 7.6.27 The Contractor programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The Employer notifies any subsequent layouts and corresponding filters on revised programmes. Activities at this level must not be longer than one update cycle unless exceptional circumstances exists justifying longer durations.
  - Level 4 Project Schedule – detailed discipline/speciality level schedule decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
- 7.6.28 The Contractor submits progress updated programmes to the Project Manager at least 1 (one) full working day prior to progress meetings at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 7.6.29 The following submission cycle will apply –

Table 8 - Programme submission cycle

| Item | Programme/Report                      | Due                        |
|------|---------------------------------------|----------------------------|
| 1    | <b>First programme for acceptance</b> | Latest 2 weeks after award |

|   |   |   |
|---|---|---|
| 2 | <b>Fortnightly progress updated programme &amp; project progress report</b> | Fortnightly, 1 (one) full day prior to progress meetings. Note: Where fortnightly and monthly reports and updates clashes/aligns in cycle only the monthly report will take precedence. |
| 3 | <b>Monthly progress updated programme &amp; project progress report</b>     | Monthly, submitted a week before the last Friday of each month  |
| 4 | <b>Revised programmes (for acceptance)</b>                                  | Any time as requested by Employer and/or anytime material changes to the scope justifies a need and supported by the Employer or at the intervals as indicated in the Contract Data     |
| 5 | <b>Occupation programme &amp;/or tracking sheets</b>                        | Daily, issued after morning work planning meetings, for the duration of each occupation period.   |

7.6.30 A basis of programme/schedule document is provided with each revised programme submission which will define in writing how the programme was developed at the point in time with a focus on detailing changes in future iterations, The key objective of the document is to document the detailed assumptions, exclusions and/or qualifications known at the time that the programme was developed, it will include topics but is not limited to them:

Table 9 - Basis of Programme Index

|                                   |
|-----------------------------------|
| <b>INDEX</b>                      |
| 1. Executive Summary              |
| 1.1. Purpose of this Document     |
| 1.2. Overall Schedule Information |

|  |
|--|
| 1.2.1. Schedule Version  |
| 1.2.2. Software Used   |
| 1.2.3. Work Breakdown Structure  |
| 1.2.4. Milestone Summary   |
| 1.3. Analysis of the Critical Path and Near-Critical Paths             |
| 1.4. Analysis of Risks   |
| 1.5. Key Assumptions, Allowances, and Exclusions                       |
| 2. Current Project Status  |
| 2.1. Overview  |
| 2.2. Milestone Status  |
| 2.3. Permitting Status   |
| 2.4. Engineering Status  |
| 2.5. Procurement Status  |
| 2.6. Construction Status   |
| 2.7. Commissioning and Start-up  |
| 2.8. Tie-in Status   |
| 2.9. Change Request Status   |
| 2.10. Risk Register Status   |
| 3. Basis of Schedule   |
| 3.1. General Issues  |
| 3.1.1. Owner Reviews and Approvals                                     |
| 3.1.2. Basis of Durations  |
| 3.1.3. Use of Constraints  |
| 3.1.4. Float Utilization   |
| 3.1.5. Schedule Calculation Mode (Retained logic vs progress override) |
| 3.1.6. Roll-up of detail   |
| 3.1.7. Resource Loading and Equipment Utilization                      |
| 3.2. Engineering Basis   |
| 3.2.1. Assumptions and allowances                                      |
| 3.2.2. Exclusions  |
| 3.2.3. Basis of Durations  |

|   |
|---|
| 3.3. Procurement Basis                    |
| 3.3.1. Long Lead Items                    |
| 3.3.1. Assumptions and allowances         |
| 3.3.2. Exclusions                         |
| 3.3.3. Basis of Durations                 |
| 3.4. Fabrication Basis (if applicable)    |
| 3.4.1. Assumptions and allowances         |
| 3.4.2. Exclusions                         |
| 3.4.3. Basis of Durations                 |
| 3.5. Transportation Basis (if applicable) |
| 3.5.1. Bulk Materials and Equipment       |
| 3.5.2. Customs Clearance                  |
| 3.5.3. Assumptions and allowances         |
| 3.5.4. Exclusions                         |
| 3.5.5. Basis of Durations                 |
| 3.6. Construction Basis                   |
| 3.6.1. Camp Facility Analysis             |
| 3.6.2. Heavy Lifts                        |
| 3.6.3. Scaffolding                        |
| 3.6.4. Assumptions and allowances         |
| 3.6.5. Exclusions                         |
| 3.6.6. Basis of Durations                 |
| 3.7. Project Calendars                    |
| 3.7.1. Work Calendars                     |
| 3.7.2. Holidays                           |
| 3.7.3. Inclement Weather Calendars        |
| 3.7.4. Assumptions and allowances         |
| 3.7.5. Exclusions                         |
| 3.8. Duration Contingencies               |
| 3.8.1. Assumptions and allowances         |
| 3.8.2. Exclusions                         |
| 3.9. Change Request Impacts               |

|                                       |
|---------------------------------------|
| 3.9.1. Assumptions and allowances     |
| 3.9.2. Exclusions                     |
| 3.10. Concerns and Other Issues       |
| 4. Risk Analysis                      |
| 4.1. Approach and Methodology         |
| 4.1.1. Qualitative Risk Assessment    |
| 4.1.2. Quantitative Risk Assessment   |
| 4.2. Analysis Results and Comparisons |
| 4.3. Assumptions and allowances       |
| 4.4. Exclusions                       |
| 5. Appendices                         |

## 7.7 Reporting and Monitoring

- 7.7.1 The Contractor attends meetings as included but not limited to those defined in the Employer's Works Information.
- 7.7.2 The Contractor submits programme narrative report to the Project Manager at fortnightly intervals as well as status/target sheets detailing planned/targeted activities and actuals at in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 7.7.3 The Contractor completes an assessment of all activities in progress and to completion to determine physical percentage complete, forecasted completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.
- 7.7.4 The Contractor submits the programme narrative report detailing the status and performance of operations on the site and working areas status and performance of operations outside the Working Areas, man-power histograms, plant and equipment histograms, S-curve of overall progress, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
- 7.7.5 The Contractor fortnightly project progress reports (narrative report) includes but is not limited to:
- Level 4 Project Schedule – decomposed to appropriate levels of detail in order to accurately substantiate activity duration estimates and showing two separates
  - Bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - Progress Spreadsheet detailing actual progress achieved (target/planned quantity versus actual quantity) on current (critical) activities for the previous week, planned progress for the current week, deviations and proposed recovery for each activity in question. A 1-week Look Ahead Spreadsheet in line with the aforementioned stipulations to be included. Priority to be given to identification of critical and near critical activities, progress and any deviations from planned performance in this regard.
  - 3-week Look Ahead Schedule showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - Dependencies/Deliverables matrix detailing interim approvals and/or any other inputs/requirements from Employer/Supervisor/Project Manager/Others or any other project stakeholder in line with the activities identified in the 1 and 3- week Look Ahead Schedules.

- f) Interfacing Matrix, detailing timeous identification of any requirements for providing the Works and/or works to be executed by Others and any other Stakeholders party to this contract in line with the stipulations of the Works Information.
- g) Manpower Histogram – reflecting actual, forecasted and planned activities
- h) Plant and Equipment Histogram – reflecting actual, forecast and planned activities.
- i) S-curves – reflecting the actual physical percentage complete versus the planned physical percentage for the overall contract.
- j) Identification critical activities, progress and any deviations from planned performance.
- k) Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.

7.7.6 The Contractor **monthly** project progress report includes but is not limited to:

- a) Monthly, the Contractor completes an assessment of the physical progress of all activities in progress and to completion, accordingly, calculates physical progress complete for the project overall (represented as a percentage) in line
- b) with the methodology and resultant tools agreed in Section 2.7.3; revises and submits the updated programme for acceptance and cash flow forecast report; detailing any variances and proposes remedial actions to rectify deviations.
- c) The Contractor monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the Project Manager. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to, the following;
  - Summary of progress achieved during the reporting period
  - Latest Accepted Programme submitted for approval
  - Deviations from the current Accepted Programme and action plans to rectify
  - Project milestones table – planned versus actual and forecast
  - Status and performance of operations on the site and working areas
  - Status and performance of operations outside working areas
  - Cash flow forecast report
  - Digital photographic record of the progress of the works
  - Manpower histograms, including a control spreadsheet detailing specific current and future overallocation and/or conflicts in allocation of resources.
  - Contractor plant and equipment histograms, including a control spreadsheet detailing specific current and future over-allocation and/or conflicts in allocation of resources.
  - S-curves of overall progress
  - Critical action items list (top 10) • Identified Risks (top 10)
  - Earned value summary report detailing SPIt, SVt, EVt, PVt, EACt and resultant earned values. (Alternately Earned Schedule Analysis may be used)

7.7.7 Facility Breakdown Structure including asset classifications and cost coding.

The Contractor will develop, maintain and provide a Facility Breakdown Structure that will record all costs and details associated with the project down to assets class level that can easily be used (aligned to the Employers SAP data, asset classifications, coding, etc). The Contractor will be responsible with developing the FBS model, cost coding, obtaining approval thereof, maintaining it through monthly reporting of an Asset View Report during the course of the contract and at the time end of the works provide a complete an integrated facility breakdown of the assets along with their costs and details to enable accurate capitalisation of the works and loading of maintenance requirements and data on the Employers SAP system.

## 7.8 Contractor management, supervision and key people

7.8.1 The Contractor shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the Contractor to minimise the replacement of project team members in order to ensure optimum contract management continuity, business continuity plans and efficiency.

7.8.2 The Contractor employs full time, fully qualified and experienced key persons under ECC clause 24.1 who have been delegated sufficient authority to manage the contract efficiently on-Site during completion of the works including and not limited to:

Table 10 - Key Persons, Experience and Registrations

| Profession                                       | Experience in Years | Professional Registration   |
|--|---------------------|-----------------------------|
| Project Manager                                  | 5 to 10             | SACPCMP – Pr CPM - PMP      |
| Mechanical Engineer (Bulk material handling)     | 5 to 10             | ECSA - Pr Eng / Pr Tech Eng |
| Mechanical Engineer (Fire and Building Services) | 5 to 10             | ECSA - Pr Eng / Pr Tech Eng |
| Electrical Engineer                              | 5 to 10             | ECSA - Pr Eng / Pr Tech Eng |
| Civil Engineer (Civil)                           | 5 to 10             | ECSA - Pr Eng / Pr Tech Eng |
| Quantity Surveyor                                | 5 to 10             | SACQSP – P. QS              |
| Health and Safety Officer                        | 5 to 10             | SACPCMP                     |
| Environmental Officer                            | 5 to 10             |                             |
| Construction Manager                             | 5 to 10             |                             |
| Document Controller                              | 5 to 10             |                             |
| Project Planner                                  | 5 to 10             |                             |

7.8.3 The Contractor employs personnel listed above but not limited to those mentioned in order to perform the functions of key persons under NEC3 ECC Clause 24.1. These appointments shall have the necessary experience and be suitably qualified.

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

## 8 Annexures

- Annexure 1: CV H02 Sulphur Import Conveyor
- Annexure 2: CV H05 Sulphur Import Conveyor
- Annexure 3: CV H06 shuttle Conveyor
- Annexure 4: HBI Transfer House
- Annexure 5: H&V Transfer House
- Annexure 6: BVI Fire Assessment Reports
- Annexure 7: Bosch Fire Damage Assessment Reports
- Annexure 8: EEAM specifications
- Annexure 9: Transnet Construction Environmental Management Plan
- Annexure 10: Transnet Standard Environmental Specification
- Annexure 11: Contractor SHE Specifications
- Annexure 12: COVID 19 Post-Lockdown Construction Site HS Guidelines
- Annexure 13: TPD Specification
- Annexure 14: H03 Conveyor and H03 Gallery Specific Electrical Zoning Report RPT013
- Annexure 15: DBT Electrical Network
- Annexure 16: DOC-STD-0001 Rev 3 Contractor Documentation Submittal Requirements
- Annexure 17: QAL-STD-0001 General Quality Requirements for Contractors and Suppliers



## PART C4: SITE INFORMATION

| Document reference | Title                        | No of pages |
|--------------------|------------------------------|-------------|
|                    | This cover page              | 1           |
|                    | Site Information             | 2           |
|                    | <b>Total number of pages</b> | <b>3</b>    |




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**Part C4: Site Information**

1

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2024/04/0029/62000/RFP**DESCRIPTION OF THE WORKS:** Import Sulphur rebuild Programme, H galleries at the Dry Bulk Terminal Port of Richards Bay, for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals, (Hereinafter Referred to as "TPT").**1. DESCRIPTION OF WORKING AREA AND ACCESS TO WORKING AREA****1.1 GENERAL**

The Working Area is the property of the Employer at Richards Bay and specifically in the area of the Dry Bulk Terminal (DBT). Access to working area shall be via surfaced roads within the terminal and will be subject to the Employer's security requirements and regulations.

Rail access is not available except by special arrangement.

|                           |   |
|---------------------------|---|
| • Altitude                | Sea level   |
| • Ambient temperature     | 5-45 °C   |
| • Relative humidity       | Frequently 100%   |
| • Air pollution           | Heavily saline and dust laden; industrial and locomotive fumes; ignitable dusts |
| • General wind velocities | Up to 60 km/h   |
| • Storm wind velocities   | Up to 180 km/h  |

**1.2 ACCESS**

Access is available through the main TPT Security check points on the East or the West boundaries. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control.

The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

**2. SITE FACILITIES**

As the Dry Bulk Terminal is deemed to be a Brown Fields Area, there are no facilities available to Contractor's without strict permission of the Employer (TPT).

Contractors at all times must make provision for facilities for their own usage.

**2.1 Power Supply**

The Contractor will install and supply own temporary site power.

The Contractor shall also provide, lay, install, connect up and maintain in good condition from the point of supply, all cables, boards, conductors and other electrical equipment and plant used by him and his sub-contractors in connection with the Contract works. All connections and wiring must be to the approval of the Supervisor before the supply is switched on. The Contractor shall at all times be

responsible for the safety of the electrical equipment under his control, notwithstanding any approval or otherwise by the Supervisor, and he is to ensure that all equipment is in a sound condition at all times and all his wiring complies with the wiring Regulations as applicable.

## 2.2 Sanitary Facilities

The Contractors will provide own sanitary facilities.

## 2.3 Client Facilities

The Contractor will not have access to any Client facilities, workshops and offices. The Contractor is to allow for any such requirements.

## 2.4 Contractor Establishment Area

The Contractor establishment area will be an allocated area convenient on the site. The Contractor is to confine himself to the defined area and must keep this area in a clean and tidy condition.

The Contractor will be required to erect a secure mesh type fence 1.8 m high around the whole of the defined area and equip same with suitable gates and supply own security. The location and type of construction of all temporary buildings shall be to the approval of the Employer.

## 3. Nature of Dry Bulk Terminal Conditions

Extreme care and safety regulations will be adhered to at all times, as the above works will be executed in close proximity of live working area i.e.:

- Production
- Conveyor belts
- Vehicle Congestion
- Mobile Cranes
- Mobile scaffolding, rigging and house keeping
- Railway lines
- Heat, fumes and dust effects from production
- Flammable gases
- Personal Protection
- Water

The Contractor should take note that no hot work is permitted without a **HOT WORK PERMIT**.

The environment in which the Contractor will be required to work will be extremely onerous physically. It is important that the Contractor fully acquaints himself with the working conditions prior to submitting his bid for the work.

## 4. Other reports and publicly available information

Port operations takes precedence over all work. The Contractor must take cognisance of this when and the delays that may be incurred when determining his Programme.

### Rainfall

Detailed weather conditions and records are available from South African Weather Service, Private Bag X097, Pretoria, 0001 (email [info1@weathersa.co.za](mailto:info1@weathersa.co.za)).



Datum

For the purpose of this contract the datum level shall be Chart Datum CD (Port), which is 0,9m below Mean Sea Level (MSL).

For example:   +0,00m CD (Port)       =       -0,90m MSL  
                  +0,90m CD (Port)       =       +0,00m MSL