

## **Transnet Port Terminal**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ): TPT/2025/05/0026/96781/RFQ11399896,11399898, 11399900 & 11399901**

#### **DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF A01, A02, A03 & B GALLERY LIGHTING FOR TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)**

|                               |                                     |
|-------------------------------|-------------------------------------|
| <b>RFQ NUMBER</b>             | <b>: TPT/2025/05/0026/96781/RFQ</b> |
| <b>ISSUE DATE</b>             | <b>: 30 MAY 2025</b>                |
| <b>COMPULSORY BRIEFING</b>    | <b>: 04 JUNE 2025 @ 11:00 AM</b>    |
| <b>CLOSING DATE</b>           | <b>: 11 JUNE 2025</b>               |
| <b>CLOSING TIME</b>           | <b>: 12:00 PM</b>                   |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 12 weeks from closing date</b> |

---

## Contents

| Number | Heading |
|--------|---------|
|--------|---------|

### The Tender

#### Part T1: Tendering Procedures

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

#### Part T2: Returnable Documents

- |      |                             |
|------|-----------------------------|
| T2.1 | List of Returnable Document |
| T2.2 | Returnable Schedules        |

### The Contract

#### Part C1: Agreements and Contract Data

- |      |                              |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2)  |

#### Part C2: Pricing Data

- |      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Bill of Quantities   |

#### Part C3: Scope of Work

- |      |                   |
|------|-------------------|
| C3.1 | Works Information |
|------|-------------------|

#### Part C4: Site Information

- |      |                  |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |  |
|---------------------------|--|
| <b>DESCRIPTION</b>        | <b>REPLACEMENT OF CONTROL STATIONS ON 801 AND 804 CONVEYOR BELTS AT EXPORT FOR TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)</b>   |
| <b>TENDER DOWNLOADING</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 Construction Industry Development Board <a href="http://www.cidb.gov.za">www.cidb.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> and . |

|  |   |
|--|---|
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A Compulsory Tender Clarification Meeting will be conducted at Umhlathuze Building, Transnet Port Terminal, Richardsbay <b>on the 04 June 2025, at 11:00am [11 O'clock]</b> for a period of <math>\pm 2</math> (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The 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> </ul> <p><b>NOTE:</b></p> <p>A compulsory pre-proposal site meeting will be conducted at Transnet Port Terminal (Harbour) Umhlathuze Building. [Respondents to provide own transportation, accommodation and full PPE]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.</p> <p>Bidders that are interested in attending the compulsory briefing must send an e-mail to <a href="mailto:Leslie.thabede@transnet.net">Leslie.thabede@transnet.net</a> supported by a copy of the</p> |
|--|---|



Identity Document (ID) of their representative/s to arrange Permits to gain entry to the Port. All e-mails must be sent no later than 03 May 2025 14:00 to allow sufficient time for the Permit Office to prepare the e-Permits.

- The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.

Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing.

|                     |   |
|---------------------|---|
|                     | <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> |
| <b>CLOSING DATE</b> | <p><b>12:00pm on 11 June 2025</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) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the

same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) 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 T2.2-12, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - unduly high or unduly low tendered rates or amounts in the tender offer;
  - contract data of contract provided by the tenderer; or
  - the contents of the tender returnables which are to be included in the contract.

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.

The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number ..... (**Tender Data**)

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



---

## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration grading 3EP or higher
- T2.2-03 **Stage Three: Eligibility Criteria Schedule** - Electrical Certificate of Compliance (TE)
  - The contractor must show proof that they are registered with Electrical Contractors Board (ECB) by attaching a valid Electrical Contractor's Certificate

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

- T2.2-04 Evaluation Schedule: Previous Experience (Functionality)

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-05 Authority to submit tender
- T2.2-06 Record of Addenda
- T2.2-07 Letter of Good Standing
- T2.2-08 Risk Element

#### Agreement and Commitment by Tenderer:

- T2.2-09 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-10 Non-Disclosure Agreement
- T2.2-11 RFQ Declaration Form
- T2.2-12 Breach of Law
- T2.2-13 Certificate of Acquaintance with Tender Document
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 Supplier Code of Conduct

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-16 Insurance provided by the Contractor
- T2.2-17 Form of Intent to provide a Performance Guarantee
- T2.2-18 Agreement in terms of Protection of Personal Information Act (POPIA)

---

### **1.3.3 Transnet Vendor Registration Form:**

T2.2-16 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 Works information**

## **2.7 C4 Site information**

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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

|           |  |                      |
|-----------|--|----------------------|
| Held at:  | uMhlathuze Building, Transnet Port Terminal, RCB |                      |
| On (date) | 04 June 2025                                     | Starting time: 11:00 |

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

Name

Signature

Capacity

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

Name

Signature

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

Date



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

### Note to tenderers:

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

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

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3EP 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:

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

TRANSNET PORT TERMINALS  
CONTRACT NUMBER: TPT/2025/05/0026/96781/RFQ RFQ11399896,11399898,  
11399900 & 11399901  
DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS  
BAY (TPT RCB)

## **T2.2-03: Evaluation Schedule Eligibility: Certificate of Compliance**

### **Note to tenderers:**

Tenderers are required to **attach a returnable certificate of electrical compliance or evidence of being capable of being so registered.**

This certificate stands an eligible document that will be reviewed.

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

|          | <b>DOCUMENT NAME</b> |
|----------|----------------------|
| <b>1</b> |                      |
| <b>2</b> |                      |
| <b>3</b> |                      |
| <b>4</b> |                      |
| <b>5</b> |                      |

## T2.2-04: 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:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Electrical control box installations
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

|   | DOCUMENT NAME |
|---|---------------|
| 1 |               |
| 2 |               |
| 3 |               |
| 4 |               |
| 5 |               |

| Score | Previous Experience   |
|-------|---|
| 0     | Not provided previous experience in the form of traceable signed reference letters of similar work done |
| 20    | Provided x1 previous experience in the form of traceable signed reference letters of similar work done  |
| 40    | Provided x2 previous experience in the form of traceable signed reference letters of similar work done  |
| 60    | Provided x3 previous experience in the form of traceable signed reference letters of similar work done  |
| 80    | Provided x4 previous experience in the form of traceable signed reference letters of similar work done  |
| 100   | Provided x5 previous experience in the form of traceable signed reference letters of similar work done  |

## T2.2-05: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



---

## B. Certificate for Partnership

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

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

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

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

contract resulting from it on our behalf.

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

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

### C. Certificate for Joint Venture

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

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

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

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

---

#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## **T2.2-06: 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  |             |                         |
| 4  |             |                         |
| 5  |             |                         |
| 6  |             |                         |
| 7  |             |                         |
| 8  |             |                         |
| 9  |             |                         |
| 10 |             |                         |
| 11 |             |                         |
| 12 |             |                         |
| 13 |             |                         |
| 14 |             |                         |
| 15 |             |                         |

---

## **T2.2-07 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:

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

## T2.2-08: Risk Elements

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

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

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

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

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

## **T2.2-09: 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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to not 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;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 =10</b><br><b>+50% Black Youth Owned Entities=10</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 evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals                  | Acceptable Evidence   |
|---------------------------------|---|
| B-BBEE Status contributor       | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline  |
| +50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |

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

| Enterprise             | B-BBEE Certificate & Sworn Affidavit   |
|------------------------|--|
| <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>1</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   |

<sup>1</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.

|  |   |
|--|---|
|  | Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard |
|--|---|

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 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 |  |
|-----|--|----|--|



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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided

---

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



to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

## **T2.2-10 NON-DISCLOSURE AGREEMENT**

**[..... 2025]**

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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

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

### **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-11: RFQ DECLARATION FORM

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

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

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---

---

---

Indicate nature of relationship with Transnet:

---

---

---

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-12 "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.

---

## T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

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

---

SIGNATURE OF TENDER

---

## **T2.2-13 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

---

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

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

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

---

SIGNATURE OF TENDERER

## **T2.2-14 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,



regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];

- c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct;
    - and

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

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

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

## **8 SANCTIONS FOR VIOLATIONS**

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

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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



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

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

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

---

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

Signature .....

Date .....

---

## **T2.2-15 : 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 (insert name of Company)  
Authority Resolution from Board of  
Directors)

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

## T2.2-16: Insurance provided by the Contractor

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

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

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

## T2.2-17: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## 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:

### Title of the Contract

The tenderer, identified in the Offer signature block, has

|               |   |
|---------------|---|
| <i>either</i> | 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. |
| <i>or</i>     | examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.   |

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

|   |          |
|---|----------|
| The offered total of the Prices exclusive of VAT is | <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:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the 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: Service 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 of award.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of

Date

witness

## 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   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Part one - Data provided by the Employer

| Clause | Statement  | Data  |
|--------|--|---|
| 1      | <b>General</b>   |   |
|        | The conditions of contract are the core clauses and the clauses for main Option                |   |
|        |  | <b>B: Priced contract with bill of quantities</b>                   |
|        | dispute resolution Option  | <b>W1: Dispute resolution procedure</b>                             |
|        | and secondary Options  |   |
|        |  | <b>X2 Changes in the law</b>  |
|        |  | <b>X18: Limitation of liability</b>                                 |
|        |  | <b>X20: Key performance indicators</b>                              |
|        |  | <b>Z: Additional conditions of contract</b>                         |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) |   |
| 10.1   | The Employer is:   | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30)</b> |

|          |  |   |
|----------|--|---|
|          | Address  | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b> |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet Port Terminal<br/>Transnet Port Terminal<br/>Gordons Road,<br/>Umhlathuze Building<br/>Richardsbay</b>      |
| 10.1     | The Project Manager is: (Name)   | .....   |
|          | Address  | .....   |
|          | Tel  | .....   |
|          | e-mail   | .....   |
| 10.1     | The Supervisor is: (Name)  | .....   |
|          | Address  | .....   |
|          | Tel No.  | .....   |
|          | e-mail   | .....   |
| 11.2(13) | The works are  | <b>Electrical Works</b>   |
| 11.2(14) | The following matters will be included in the Risk Register                  | .....   |
| 11.2(15) | The boundaries of the site are   | <b>As stated in Part C4.1."Description of the Site and it surroundings"</b>   |
| 11.2(16) | The Site Information is in   | <b>Part C4</b>  |
| 11.2(19) | The Works Information is in  | <b>Part C3</b>  |
| 12.2     | The law of the contract is the law of  | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                          |
| 13.1     | The language of this contract is   | <b>English</b>  |
| 13.3     | The period for reply is  | <b>4 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>To be confirmed</b>   |
| 31.1     | The Contractor is to submit a first programme for acceptance within            | <b>2 weeks of the Contract Date.</b>   |
| 31.2     | The starting date is   | <b>To be confirmed</b>   |
| 32.2     | The Contractor submits revised programmes at intervals no longer than          | <b>2 weeks.</b>  |
| 35.1     | The Employer is not willing to take over the works before the Completion Date. | <b>Transnet may require running some of the conveyor before completion of all the works have been certified for operational reasons which do not constitute take over by Transnet.</b>       |
| <b>4</b> | <b>Testing and Defects</b>   |  |
| 42.2     | The defects date is  | <b>Within 24hrs per conveyor belt completion</b>   |
| 43.2     | The defect correction period is  | <b>24hrs</b>   |
| <b>5</b> | <b>Payment</b>   |  |
| 50.1     | The assessment interval is monthly on the                                      | <b>daily.</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>at completion of the entire project</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,           | <b>the cumulative rainfall (mm)</b><br><br><b>the number of days with rainfall more than 10 mm</b><br><br><b>the number of days with minimum air temperature less than 0 degrees Celsius</b> |

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

**and these measurements:**

The place where weather is to be

recorded (on the Site ) is:

**The Contractor's Site establishment area**

The weather data are the records  
of past weather measurements  
for each calendar month which  
were recorded at:

.....

and which are available from:

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

|          |   |   |
|----------|---|---|
| <b>7</b> | <b>Title</b>  | <b>No additional data is required for this section of the conditions of contract.</b>   |
| <b>8</b> | <b>Risks and insurance</b>                                      |   |
| 80.1     | These are additional Employer's risks                           |   |
| 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>   |
| The deductibles are: | <b>As stated in the insurance policy for Contract Works / Public Liability</b>  |
| 4 Insurance against: | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>   |
| Cover / indemnity    | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>   |
| The deductibles are  | <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>                     |
| Note:                | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b> |

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

The Contractor provides these additional Insurances

- 1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**



**7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

|               |  |   |
|---------------|--|---|
| 84.2          | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is | <b>Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.</b> |
| 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:   | <b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>                    |
| <b>9</b>      | <b>Termination</b>   | <b>There is no additional Contract Data required for this section of the conditions of contract.</b>                        |
| <b>10</b>     | <b>Data for main Option clause</b>   |   |
| <b>A or B</b> | <b>Priced contract with Activity Schedule or Bill of Quantities</b>  | <b>No additional data is required for this Option.</b>  |
| 60.6          | The method of measurement is   | <b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</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 body is:<br><br>If no Adjudicator nominating body is entered, it is:  | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b><br><br><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>Richardsbay, South Africa</b>  |
|            | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>   |
| <b>12</b>  | <b>Data for secondary Option clauses</b>   |   |
| <b>X2</b>  | <b>Changes in the law</b>  | <b>No additional data is required for this Option</b>   |
| <b>X18</b> | <b>Limitation of liability</b>   |   |

|       |   |   |
|-------|---|---|
| X18.1 | The Contractor's liability to the Employer for indirect or consequential loss is limited to:  | <b>Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)</b> |
| X18.2 | For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:                                   | <b>The deductible of the relevant insurance policy</b>  |
| X18.3 | The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:   | <b>The cost of correcting the Defect</b>  |
| X18.4 | The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>  |
| X18.5 | The end of liability date is  | <b>5 years after Completion of the whole of the works</b>   |

---

**Z Additional conditions of contract are:**

---

**The Contractor shall provide to the Employer, on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

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

**Z4.1**

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

---

---

**Z5 Additional clauses relating to  
Joint Venture**

**Z5.1**

**Insert the additional core clause 27.5**

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

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

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

**constituents to provide the Works.**

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

**Z5.2**

**Insert additional core clause 27.6**

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

**Z6 Additional obligations in respect of Termination**

**Z6.1**

**The following will be included under core clause 91.1:**

**In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**

**Under the second main bullet, insert the following additional bullets after the last sub-bullet:**

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

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



## Z9.1

## Z10 BBEE Clauses

**27.7.1.** The Employer encourages its Contractors to constantly strive to improve their B-BBEE Contributor Status Levels.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

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

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

|            |  |   |                         |                    |
|------------|--|---|-------------------------|--------------------|
|            |  | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>  |                         |                    |
| 11.2(14)   | The following matters will be included in the Risk Register                  |   |                         |                    |
| 31.1       | The programme identified in the Contract Data is                             |   |                         |                    |
| <b>B</b>   | <b>Priced contract with bill of quantities</b>                               |   |                         |                    |
| 11.2(21)   | The bill of quantities is in   |   |                         |                    |
| 11.2(31)   | The tendered total of the Prices is  | (in figures)<br><br>(in words), excluding VAT   |                         |                    |
|            |  |   |                         |                    |
|            | <b>Data for Schedules of Cost Components</b>                                 | Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC. |                         |                    |
| 41 in SSCC | The percentage for people overheads is:                                      | <b>%</b>  |                         |                    |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by |   |                         |                    |
|            | The percentage for adjustment for Equipment in the published list is         | <b>% (state plus or minus)</b>  |                         |                    |
| 22 in SSCC | The rates of other Equipment are:  | <b>Equipment</b>  | <b>Size or capacity</b> | <b>Rate</b>        |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are    | <b>Category of employee</b>   |                         | <b>Hourly rate</b> |

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

| <b>B</b>   | <b>Priced contract with bill of quantities</b>                               | <b>Data for the Shorter Schedule of Cost Components</b> |                         |                    |
|------------|--|---|-------------------------|--------------------|
| 41 in SSCC | The percentage for people overheads is:                                      | %   |                         |                    |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by |   |                         |                    |
|            | The percentage for adjustment for Equipment in the published list is         | % (state plus or minus)                                 |                         |                    |
| 22 in SSCC | The rates of other Equipment are:  | <b>Equipment</b>  | <b>Size or capacity</b> | <b>Rate</b>        |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are    | <b>Category of employee</b>                             |                         | <b>Hourly rate</b> |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |
|            |  |   |                         |                    |



|               |   |          |
|---------------|---|----------|
| 62 in<br>SSCC | The percentage for design overheads<br>is   | <b>%</b> |
| 63 in<br>SSCC | The categories of design employees<br>whose travelling expenses to and from<br>the Working Areas are included in<br>Defined Cost are: |          |
|               |   |          |

TRANSNET PORT TERMINALS CONTRACT NUMBER: TPT/2025/05/0026/96781/Rfq RFQ11399896,11399898, 11399900 & 11399901DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)

## PART 2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option B | 5           |
| C2.2               | The <i>bill of quantities</i>  |             |

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

Identified and  
defined terms 11  
11.2

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

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

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

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

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

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

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

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

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

#### 1.3. Guidance before pricing and measuring.

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

TRANSNET PORT TERMINALS CONTRACT NUMBER: TPT/2025/05/0026/96781/Rfq RFQ11399896,11399898, 11399900 & 11399901 DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

| Abbreviation          | Unit                  |
|-----------------------|-----------------------|
| %                     | percent               |
| h                     | hour                  |
| ha                    | hectare               |
| kg                    | kilogram              |
| kl                    | kilolitre             |
| km                    | kilometre             |
| km-pass               | kilometre-pass        |
| kPa                   | kilopascal            |
| kW                    | kilowatt              |
| l                     | litre                 |
| m                     | metre                 |
| mm                    | millimetre            |
| m <sup>2</sup>        | square metre          |
| m <sup>2</sup> -pass  | square metre pass     |
| m <sup>3</sup>        | cubic metre           |
| m <sup>3</sup> -km    | cubic metre-kilometre |
| MN                    | meganewton            |
| MN.m                  | meganewton-metre      |
| MPa                   | megapascal            |
| No.                   | number                |
| Prov sum <sup>1</sup> | provisional sum       |

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



TRANSNET PORT TERMINALS CONTRACT NUMBER: TPT/2025/05/0026/96781/RFQ RFQ11399896,11399898, 11399900 & 11399901 DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)

|        |                |
|--------|----------------|
| PC-sum | prime cost sum |
| R/only | Rate only      |
| sum    | Lump sum       |
| t      | ton (1000kg)   |
| W/day  | Workday        |

## 2.2. General assumptions

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

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

2.3.1.

## 2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

TRANSNET PORT TERMINALS CONTRACT NUMBER: TPT/2025/05/0026/96781/RFQ RFQ11399896,11399898, 11399900 & 11399901DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)

2.4.1.

TRANSNET PORT TERMINALS CONTRACT NUMBER: TPT/2025/05/0026/96781/RFQ  
 RFQ11399896,11399898, 11399900 & 11399901DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT TERMINAL RICHARDS BAY (TPT RCB)

## C2.2 the *bill of quantities*

### 1. Items to be Supplied

| Item No. | Description                      | Unit | Qty | Rate/Price per item | Total Amount |
|----------|----------------------------------|------|-----|---------------------|--------------|
| 1.       | Mag44 lights                     | Each | 100 |                     |              |
| 2.       | Fluorescent lights with fittings | Each | 70  |                     |              |
| 3.       | 250W floodlights                 | Each | 20  |                     |              |
| 4.       | Tippler camera                   | Each | 12  |                     |              |
| 5        | Screen Monitor                   | Each | 1   |                     |              |
| 6        | Controller unit                  | Each | 1   |                     |              |
|          |                                  |      |     |                     |              |

## PART 2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option B | 3           |
| C2.2               | The bill of quantities         | 1-2         |

CPM 2020 Rev 01

PAGE 1

Part C2: Pricing Data

Part C2.1:

Pricing Instructions Option B

### C2.1 Pricing instructions: Option B

#### 1. The conditions of contract

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

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

#### Identified and 11

#### defined terms 11.2

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

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

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

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

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

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

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

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

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

### **1.3. Guidance before pricing and measuring**

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

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

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



**2. Measurement and payment**

**2.1. Symbols**

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

| Abbreviation         | Unit                  |
|----------------------|-----------------------|
| %                    | percent               |
| h                    | hour                  |
| ha                   | hectare               |
| kg                   | kilogram              |
| kl                   | kilolitre             |
| km                   | kilometre             |
| km-pass              | kilometre-pass        |
| kPa                  | kilopascal            |
| kW                   | kilowatt              |
| l                    | litre                 |
| m                    | metre                 |
| mm                   | millimetre            |
| m <sup>2</sup>       | square metre          |
| m <sup>2</sup> -pass | square metre pass     |
| m <sup>3</sup>       | cubic metre           |
| m <sup>3</sup> -km   | cubic metre-kilometre |

|                       |                  |
|-----------------------|------------------|
| MN                    | meganewton       |
| MN.m                  | meganewton-metre |
| MPa                   | megapascal       |
| No.                   | number           |
| Prov sum <sup>1</sup> | provisional sum  |
| PC-sum                | prime cost sum   |
| R/only                | Rate only        |
| sum                   | Lump sum         |
| t                     | ton (1000kg)     |
| W/day                 | Work day         |

## 2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.2.8.

### 2.3. Departures from the method of measurement

### 2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

## C2.2 The bill of quantities

| Item  | Description | Unit | Quantity | Cost Estimate |         |             |
|-------|-------------|------|----------|---------------|---------|-------------|
|       |             |      |          | Supply        | Install | Nett Amount |
| 2.2.1 |             | ea   |          |               |         |             |
| 2.2.2 |             | ea   |          |               |         |             |
| 2.2.3 |             | ea   |          |               |         |             |
| 2.2.4 |             |      |          |               |         |             |
|       |             |      |          |               |         |             |



|      |                                  |
|------|----------------------------------|
| TPT  | Transnet Port Terminals          |
| TNPA | Transnet National Port Authority |
| NO   | Normally Open Contact            |
| NC   | Normally Closed Contact          |

## 1.4 Equipment required to be included in the works

- 1.4.1 All equipment's or tools required to successfully replace the conveyor belts electrical control station boxes as per this scope of work.

# SECTION 2

## 2 Construction

### 2.1 Temporary works, Site services & construction constraints

- 2.1.1 Transnet site entry and security control, permits, and Site regulations.

2.1.1.1 The contractor will be required to comply with Transnet site access procedure, apply for site access permit from Transnet National Port Authority.

2.1.1.2 The contractor must ensure all their employees on site always wear their fully Personal Protective clothing while they are onsite.

2.1.1.3 The contractor will be required to have their safety file approved by TPT prior project commencement and have the safety file onsite with while the project is in progress.

2.1.1.4 All contractors' employees must be inducted by Transnet.

2.1.1.5 The project site involves several conveyor belts which will be operational during site work therefore caution must always be taken while on site.

2.1.1.6 All contractor's equipment or tools must be declared at a security check point before proceeding to site.

- 2.1.2 Restrictions to access on Site, roads, walkways, and barricades:

2.1.2.1 Entrance roads leading to site work are highly congested by trucks and other vehicles therefore caution must be taken when driving within the Port.

2.1.2.2 Road leading to site is badly damaged therefore caution must be taken.

2.1.3 TPT is a 24-hour operational, therefore the contractor will be required to have two teams which will ensure repairs will be safely done during the day and during the night until work completion.

2.1.4 The contractors' employees should work no more than 12 hours a day.

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

2.1.5.1 Contractor to keep records of their employees entering and leaving site daily.

2.1.5.2 Contractor must have their toolbox talk onsite daily and keep such records.

2.1.5.3 All contractors' employees onsite are required to have their full PPE always worn.

2.1.6 Health and safety facilities on Site

2.1.6.1 It is the contractor obligation to ensure that, their own first aider is onsite while project is in progress.

2.1.6.2 It is the contractor obligation to ensure that, their own fire marshal is onsite while project is in progress.

2.1.6.3 Transnet does provide first aid assistance in case of further treatment in the onsite clinic.

2.1.6.4 Transnet does provide firefighting team onsite in case of fire.

2.1.6.5 Encase of any emergency assistance is required onsite call the TPT emergency line on 035 905 3300.

2.1.7 Environmental controls, fauna & flora, dealing with objects of historical interest.

2.1.7.1 The contractor shall ensure they use allocated skips to dispose all types of waste generated onsite.

2.1.7.2 If any hazardous material has spilled on the ground, it is the contractor responsibility to ensure cleaning is conducted timeously.

2.1.7.3 Contractor must ensure that high level of housekeeping is always maintained, and the site is kept tidy daily.

2.1.8 The contractor shall ensure that all copper waste generated is disposed at the correct copper skip allocated in the workshop.

2.1.9 The Contractor is obliged to co-operate with Transnet and other Transnet clients in the working area.

#### 2.1.10 Contractor's Equipment

2.1.10.1 All equipment or tools must be recorded in the safety file.

2.1.10.2 All equipment or tools used by the contractor onsite must have their safe to use certificate.

2.1.10.3 All electronic measuring tools or equipment's must have their calibration certificates updated, and its daily use records must be kept.

#### 2.1.11 Site services and facilities:

2.1.11.1. The contractor must provide their own site mobile toilet facilities for their employees.

2.1.11.2. The contractor must provide their own site services such as temporary power, water, and waste disposal bin for their employees onsite.

#### 2.1.12 Facilities provided by the Contractor:

2.1.12.1 Drinking water.

2.1.12.2 Mobile toilet.

2.1.12.3 Temporary electrical power supply.

2.1.12.4 Waste disposal.

2.1.12.5 Compound area.

2.1.13 The contractor must give notice of work to be covered up on daily basis to the project manager and provide progress update on daily bases.

2.1.14 Hook ups to existing works

2.1.14.1 The site work area is very constrained that also limits several personnel to access the area due conveyor structure.

2.2 Completion, testing, commissioning, and correction of Defects

2.2.1 The contractor must conduct housekeeping when the project is finished to ensure the area is clean and no hazardous materials remaining after the project completion.

On or before the completion date the Contractor shall have done everything required to provide the works including the work listed below which is to be done before the completion date and in any case before the dates stated. The Project Manager cannot certify completion until all the work listed below has been done and is also free of defects, which would have, in his opinion, prevented the Transnet from using the works and Others from doing their work.

| Item of work                            | To be completed by  |
|---|---|
| Electrical control station replacement  | All Electrical control station replacement as SANS  |
| Any damage occurred                     | Any damages that might have occurred during repairs must be fixed by the contractor while onsite.   |
| Electrical faults                       | Any electrical faults that might have occurred during repairs must be fixed by the contractor before handing over the plant.                            |
| Waste Generated                         | Any waste generated onsite by the contractor must be cleared before handing over.   |
| Commission all the work done as per SOW | Once all the mentioned work has been covered the contractor will commission with TPT representative to ensure the plant is handed over with no defects. |
|   |   |

## PART C3: SCOPE OF WORK

| Document reference    | Title                               | No of page |
|-----------------------|-------------------------------------|------------|
|                       | This cover page                     | 1          |
| C3.1                  | <i>Employer's Works Information</i> | 46         |
| C3.2                  | <i>Contractor's Works</i>           |            |
| Total number of pages |                                     | 47         |

---

|  |    |
|--|----|
| PART C3: SCOPE OF WORK .....   | 1  |
| SECTION 1.....   | 4  |
| 1 Description of the works .....   | 4  |
| 1.1 Executive overview .....   | 4  |
| 1.2 <i>Employer's objectives</i> .....   | 4  |
| 1.3 Guarantees and Warranties .....  | 4  |
| 1.4 Interpretation and Terminology .....   | 4  |
| 2 Engineering and the Contractor's design .....  | 6  |
| 2.1 <i>Employer's Responsibilities</i> .....   | 6  |
| 2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to Design .....           | 6  |
| 2.3 Procedure for submission and acceptance of <i>Contractor's</i> design .....        | 7  |
| 2.4 Review and Acceptance of <i>Contractor</i> Documentation .....                     | 7  |
| 2.5 Use of <i>Contractor's</i> design .....  | 7  |
| 2.6 Design of Equipment .....  | 7  |
| 2.7 As-built drawings, operating manuals, and maintenance schedules .....              | 7  |
| 3 Construction .....   | 8  |
| 3.1 Temporary <i>works</i> , Site services & construction constraints.....             | 8  |
| a) Access permissions and restrictions for all personnel and equipment will apply..... | 9  |
| b) All personnel to remain within the site boundary at all times.....                  | 9  |
| 3.2 Completion, testing, commissioning, and correction of Defects .....                | 14 |
| 4 Plant and Materials Standards and Workmanship.....                                   | 14 |
| 4.1 Electrical & mechanical engineering works.....                                     | 14 |
| SECTION 2.....   | 14 |
| 5 Management and start up.....   | 14 |
| 5.1 Management meetings .....  | 15 |
| 5.2 Documentation Control.....   | 15 |

|   |    |
|---|----|
| 5.3 Safety risk management .....  | 17 |
| 5.4 Environmental Constraints and Management .....  | 29 |
| 5.5 Quality Assurance Requirements .....  | 31 |
| 5.6 Programming constraints .....   | 32 |
| 5.7 Reporting and Monitoring.....   | 35 |
| 5.8 Contractor's management, supervision, and key people.....   | 37 |
| 5.9 Contract change management .....  | 38 |
| 5.10 Records of Defined Cost, payments & assessments of compensation events kept by <i>Contractor</i> ..... | 38 |
| 5.11 The <i>Contractor's</i> Invoices .....   | 38 |

## SECTION 1

### 1 Description of the works

#### 1.1 Executive overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority. All divisions operating under one umbrella, Richards Bay is one of Transnet Bulk and Break-Bulk handling terminal divided into two namely, DBT and MPT.

Transnet Port Terminals is a division of Transnet core business which provides cargo handling services to a wide spectrum of customers, including shipping lines, freight forwarders, and cargo owners. Operations are divided into four major business segments, namely containers, bulk, break bulk and automotive.

Bulk terminals handle bulk commodity through the utilization of tipplers, reclaimers, conveyer belts, ship loaders and associated equipment. Ensuring the enough lighting and lux on the galleries will improve the offloading efficiencies in a safe and productive way.

#### 1.2 Employer's objectives

TPT's objective is for a successful bidder supply and installation of A01, A02, and A03 gallery lights as listed on the below scope, to ensure continuous operation and safety requirements to plant equipment and employees is met.

#### 1.3 Guarantees and Warranties

The extent of guarantees that can be offered by the Tenderer on the corrosion protection and installation of the tunnel will play an important role in the evaluation of the tenders.

- The Tenderer is required to indicate on the schedule what guarantee period is offered for the Gallery Lights, including the corrosion protection and installation (workmanship).
- A Guarantee period on the tunnel plug junction boxes of not less than three years on corrosion protection is required.
- A Guarantee period on workmanship for the gallery lightings of not less than two years is required, however longer guarantees will be rewarded during the evaluation.

#### 1.4 Interpretation and Terminology

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation                                      |
|--------------|--|
| Approx.      | Approximate  |
| SOP: CEM     | Standard Operating Procedure for Construction Environmental Management |
| CDR          | <i>Contractor</i> Documentation Register                               |
| CDS          | <i>Contractor</i> Documentation Schedule                               |
| CRL          | <i>Contractor</i> Review Label   |



|         |   |
|---------|---|
| CIRP    | <i>Contractor's Industrial Relations Practitioner</i>                       |
| CM      | Construction Manager  |
| CSHEO   | Contractor's Safety, Health and Environmental Officer                       |
| DTI     | Department of Trade and Industry  |
| DGN     | CAD file format supported by MicroStation                                   |
| DWG     | Drawings  |
| HAZCON  | Hazard of Construction  |
| HAZOP   | Hazard and Operability Study  |
| HSSP    | Health and Safety Surveillance Plan   |
| INC     | Independent Nominated Consultant  |
| ISO     | International Standard Organisation   |
| ISPS    | International Ship and Port Facility Security Code                          |
| IPP     | Industrial Participation Policy   |
| IPO     | Industrial Participation Obligation   |
| IPS     | Industrial Participation Secretariat  |
| IRCC    | Industrial Relations Co-ordinating Committee                                |
| JSA     | Job Safety Analysis   |
| CIRP    | <i>Contractor's Industrial Relations Practitioner</i>                       |
| MSP     | Microsoft Projects  |
| 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   |
| PIRM    | Project Industrial Relations Manager  |
| PSPM    | Project Safety Program Manager  |
| ProgEM  | Programme Environmental Manager   |
| ProjEM  | Project Environmental Manager   |
| QA      | Quality Assurance   |
| R&D     | Research and Development  |
| SACNASP | South African Council for Natural Scientific Professions                    |
| SACPCMP | South African Council for Project and Construction Management Professionals |
| SANS    | South African National Standards  |
| SASRIA  | South African Special Risks Insurance Association                           |
| CESSG   | Contractor Environmental and Sustainable and Specification Guideline        |
| SHEO    | Safety, Health and Environment Officer                                      |
| TPT     | Transnet Port Terminals   |

## 2 Engineering and the Contractor's design

### 2.1 Employer's Responsibilities

- a) No design is provided by the *Employer* (The *employer* has provided minimum guidelines).
- b) The *Employer's* performance requirements for the *works* are contained in the Works Information and all annexures thereto (Typical Transnet Drawings).
- c) The *Employer* grants the *Contractor* a licence to use the copyright in performance data presented to the *Contractor* for the purpose of the works ONLY.
- d) The *employer* has provided minimum requirements to be adhered to and used as guidelines during the procurement, designing and installation.

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

The *works* that the *Contractor* is to perform *involve* the design, supply, delivery, removal of old Mag44 light fittings, their globes, removal of old nonfunctioning 4foot fluorescent light fittings including their globes. Installation of new Mag44 light fittings and globes and 4foot light fittings and globes for the entire A- Galleries

The major activities of the *works* include:

- a. The service provider is required to do the following:
  - i. The contractor is required to remove all the defective lights and install 60 x Mag44 lights.
  - ii. The contractor shall remove all the damaged pig tail cables supplying the old faulty gallery lights
  - iii. The contractor shall also remove and replace all damaged size 2 CCG boxes and replace them with an IP65 type.
  - iv. The contractor must install eight additional flood lights (200w Heavy duty Led Flood lights) on A02 gallery.
  - v. The contractor should also remove and replace all damaged or rusted cable lighting trays and replace them with similar types.
  - vi. The contractor shall fabricate all the required mounting brackets suitable for mounting and handling the magnitude of new heavy-duty light fittings.
  - vii. The contractor shall ensure all his/her light installation is tested and ensured that the existing lighting circuit can and will withstand the additional load added.
  - viii. The contractor is then required to amend or upgrade the lighting circuit and circuit breakers supplying the galleries.
  - ix. The contractor shall test or commission the gallery lights circuits in the presence of TPT personnel.

- x. Perform housekeeping after job completion and provide one (1) month backup service to Transnet at his/her own costs.

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

2.3.1 The *Contractor* shall address the following procedures:

Acceptance of documentation by the *Project Manager* or supervisor in no way relieves the *Contractor* of his professional indemnity responsibility for the correctness of information, or conformance with the requirements of the Works Information. This responsibility rests solely with the *Contractor*.

## 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.

The Approval of relevant documents will have a lead time of ten (10) working days for acceptance by the *Project Manager*.

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of TPT Document Control.

## 2.5 Use of *Contractor's* design

2.5.1 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*.

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

- 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 future tenders and construction of modular facilities.

## 2.6 Design of Equipment

2.6.1 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**

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

2.7.1 The *Contractor* provides the following:

- a) As Built /Final Documentation

2.7.2 Installation, Maintenance and Operating Manuals and Data Books

- a) 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.
- b) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- c) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- d) 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.
- e) The address, phone numbers, fax numbers and reference numbers of all Subcontractors is provided.
- f) 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 in its final form until the "As-Built" version of each such drawing has been incorporated.
- g) 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*.
- h) All electronic copies (pdf.) of Data Packs to be properly indexed.
- i) 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
  - Title
  - Manual Numbering (e.g. Volume 1 of 2, etc.)
  - Contract Number
  - *Contractor* Name

## 3 Construction

### 3.1 Temporary works, Site services & construction constraints

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

- The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.
- The *Contractor* arranges for ID cards to all *Contractors'* employees for access/egress of personnel (and Equipment) within the Site boundaries.

- 3.1.2 The *Contractor* complies with the following requirements of the *Employer*:
- a) All *Contractor* staff entering the Transnet Port Terminal (TPT) facility will undertake an alcohol breathalyser on a daily basis
  - b) All relevant PPE must be worn by Site personnel when entering the Port.
  - c) All vehicle permits must be obtained prior to site access
  - d) All relevant personnel inductions must be done prior to site access being granted.
- 3.1.3 Restrictions to access on Site, roads, walkways, and barricades
- a) The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Area. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations (Where required, the contractor to provide Traffic Management)
  - b) The *Contractor* ensures the safe passage of *Contractor's* traffic to and from the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for the protection, direction, and control of traffic.
  - c) The *Contractor* ensures that none of his personnel and Equipment will be allowed to move outside of his allocated Site and Working Areas. To this end, access routes are allocated and co-ordinated by the *Project Manager*.
  - d) The *Contractor* ensures that all his construction personnel and Equipment remains within his allocated and fenced off construction area.
- 3.1.4 The *Contractor* complies with the following requirements of the *Employer*:
- a) Access permissions and restrictions for all personnel and equipment will apply
  - b) All personnel to remain within the site boundary at all times
- 3.1.5 People restrictions on Site; hours of work, conduct and records:
- a) The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the proposed working hours.
  - b) In the event that the Contractor requests to work overtime to make up for time lost due to his own delays, the Contractor will be liable for the supervision cost required from The Employer's team during The Works.
  - c) The Contractor complies with a nine (9) hour a day, five (5) day a week standard workday/week for all activities to be undertaken by his people (including SubContractors) employed on site.
  - d) The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.6 Health and safety facilities on Site to comply with the OSH ACT.

- 3.1.7 The *Contractor* provides a notice board in terms of Transnet requirements at a location to be approved by the *Project Manager* on site.
- 3.1.8 The *Contractor* provides progress photographs at weekly intervals in electronic format to the *Project Manager*.
- 3.1.9 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*.
- 3.1.10 Site services and facilities:
- a) For the duration of the Contract, the *Project Manager* will provide an area, free of charge, of the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment when needed.
  - b) No connection to the sewer system will be made available to the *Contractor*, therefore a *Contractor* shall provide portable chemical type toilets for use on site by his people.
  - c) All costs for preparation of the site establishment area are for the *Contractor's* account.
  - d) The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.
  - e) The *Contractor* provides, at his own cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition. Safe disposal certificates to be obtained for all waste removed.
  - f) The *Supervisor* (or his nominated representative) conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the Contractor rectifies all defaults.
  - g) The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the works in accordance with the Traffic Management Plan.
  - h) Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in the area.
  - i) The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
  - j) Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to

the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

- k) Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Area all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- l) No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- m) Demolition of all temporary structures, surfaces, etc., shall be first approved by the *Project Manager* prior to the work being carried out.
- n) The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Areas security.
- o) No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar), accepted by the *Project Manager*.
- p) The *Contractor* shall provide everything else necessary for Providing the Works.

3.1.11 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.12 Facilities provided by the *Contractor*:

- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting, and the necessary access control gates.

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



3.1.14 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.10 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*.

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

- a) Where the *Contractor* encounters existing underground services or existing service cables, the *Contractor* undertakes the following:
- b) The *Contractor* is required to liaise with the *Project Manager*, and the Supervisor and *The Employer's* Engineers, and establish as accurately as possible the location of the various existing services situated within the Work Area and record all such information on a suitable "marked-up" drawing for reference at all times.
- c) In addition to the above, the *Contractor* shall consult the *Project Manager*, the Supervisor and *The Employer's* Engineers, prior to undertaking any excavation work.
- d) Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* is to notify the *Project Manager*, the Supervisor and *The Employers* Engineers.
- e) Where the encountered services are causing a delay in the provision of *The Works*, the *Contractor* shall approach the *Project Manager*, the Supervisor and *The Employer's* Engineers for a decision by submitting a Field Engineering Query (FEQ), including his recommendations.
- f) The *Contractor* shall then provide the solution described in the answered FEQ.
- g) The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation Works and any Works as may be directed by the *Project Manager* to avoid damage or disruption to existing services.
- h) The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- i) The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches.
- j) A group of cables intersecting or adjoining a trench will be regarded as one service.
- k) The existing services shall be protected when excavating.
- l) The costs of protecting these services shall be included in the rates for excavation and compaction.
- m) All existing services shall be treated as in service and "live". All necessary Safety Instructions of *The Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.



- n) In the case of electrical services, the *Contractor* shall trace, locate, and identify all cables within the service and record the information as per this Works Information above.

#### 3.1.16 Control of noise, dust, water, and waste

- a) Before moving Equipment onto the Site and Working Areas and commencing The Works, the *Contractor* submits his proposed methods of construction (In accordance with TIMS Environment and Sustainability Contractor Specification Guideline) which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise, and vibration for acceptance by the Project Manager.
- b) The Contractor shall comply with the requirements of "Environmental constraints and management" of Section C3.1 Employer's Works Information.
- c) The Contractor shall comply with the requirements of "Safety risk management" of Section C3.1 Employer's Works Information.
- d) The *Contractor* is to provide dust suppression as per the SOP: CEM, CESSG and PES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

#### 3.1.17 Excavations and associated water control

- a) Where applicable, the *Contractor* protects all excavations against any water ingress whether by seepage, rains, storms, floods, or any other means.
- b) Where applicable, the *Contractor* immediately removes any water found in the excavation by pumping and / or bailing provided the removal of water complies with the National Water Act (Act 36 of 1998) and provides all necessary Equipment (pumps, pipes, etc.) to do so.
- c) Water is cleared in such a way that it cannot seep or flow back into the excavations.
- d) The *Contractor* shall install shoring where necessary, and in all deep excavations to ensure that the sides of the excavation does not collapse.
- e) The *Contractor* shall comply with *The Employer's* TIMS Policy Commitment Statement in all respects for the Provision of *The Works* involving deep excavations.
- f) All activities related to excavations and water control forms part of this contract, and the *Contractor* shall make allowance for these activities in his Price and Programme.

#### 3.1.18 Giving notice of work to be covered up:

- a) The *Contractor* notifies the *Supervisor* in writing of any elements of The Works which are to be covered up. This notification is given not less than 48 (forty-eight) hours prior to the proposed covering up.

- b) The *Contractor* shall not cover The Works without the authorization of the Supervisor.
- c) The Contractor shall make the *Project Manager* and Supervisor aware of any tests and inspections required by The *Employer's* Quality Management Procedures. Notification of required test and/or The *Employer's* Engineers inspections to be given 24 (twenty-four) hours in advance.

### 3.2 Completion, testing, commissioning, and correction of Defects

#### 3.2.1 The work to be done by the Completion Date.

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

| Item of work  | To be completed by                                |
|---|---|
| Submission of all data packs, quality assurance records and as-built drawings | Within two weeks after completion of construction |

#### 3.2.2 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Asbuilt documents that represent the Works and Layouts status of the completed to present to the *Employer*.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Electrical & mechanical engineering works

4.1.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as "Plant" for ECC defined term compliance.

## SECTION 2

### 5 Management and start up

- a) It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly

manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.

- b) Depending on the size and complexities of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, environmental, compensation events, subcontracting, overall co-ordination, and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering, and design management, may also be warranted.

## 5.1 Management meetings

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

| Title and purpose                      | Approximate time & interval                     | Location          | Attendance by:   |
|--|---|-------------------|--|
| Risk register and compensation events  | Weekly on (or at shorter intervals if required) | On site / Virtual | Project Manager, Supervisor, Contractor, and appropriate key persons           |
| Overall contract progress and feedback | Every two weeks                                 | On site / Virtual | Employer, Project Manager, Supervisor, Contractor, and appropriate key persons |
| Technical Meetings                     | Every two weeks                                 | On site / Virtual | Project Manager, Supervisor, Contractor, and appropriate key persons           |
| Planning Meetings                      | Weekly  | On site / Virtual | Employer, Project Manager, Supervisor, Contractor, and appropriate key persons |

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.

## 5.2 Documentation Control

- a) In undertaking the *works* all documentation requirements for the *works* shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (*Contractor* Documentation

Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

- b) TPT's Project Document Controller will take the responsibility for the management of all technical and non-technical documentation throughout the life cycle of the Project. All documentation produced for and on behalf of the project will be registered with document control and its management thereof.
- c) This will include the registration, classification, managing, scanning, tracking, filing, storing, distribution and filing of all hardcopy and electronic documentation generated for and on behalf of the project.
- d) All documentation and data created for the Project shall be numbered and named according to the TPT Codification Procedure. Such numbering is only available from the Project's Document Control Group.
- e) All contract correspondence is issued through document control. All communication to submitted electronically and is to be always addressed to the Project Manager and Transnet Port Terminals Doc Control mailbox email: [RBayDocControl@transnet.net](mailto:RBayDocControl@transnet.net).
- f) 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.
- g) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to Doc Control [RBayDocControl@transnet.net](mailto:RBayDocControl@transnet.net) to replace the out-dated information.
- h) 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.
- i) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- j) The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. Eg One drive should be used for document submission that exceed the email space requirement.
- k) 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.

- l) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding electronic PDF and 'Native' file formats upon final submission.
- m) The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- n) 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.

The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (*The Contractor* shall ensure that a dedicated Document).

### 5.3 Safety risk management

#### 5.3.1 Health and Safety Standard

- The *Contractor* must comply with the requirements of the Project Health and Safety Specification – PHSS-0001 and OHS Act No. 85 of 1993 and its applicable Regulations.

#### 5.3.2 *Contractor's* General Requirements for Health and Safety

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees 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 initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.

- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TPT, its *Contractors*, employees, agents and invitees, or any Government Body.

Costs for the above are borne by the *Contractor*.

The *Contractor* must comply and is responsible for ensuring that all of its Subcontractors 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.

#### 5.3.3 *Contractor's* Health and Safety Management

The *Contractor* must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in this Project Health and Safety specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

- a) A copy of the *Contractor's* Health and Safety Policy; in terms of the OHS Act section 7;
- b) Procedures concerning Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments;
- c) Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- d) Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- e) Details concerning Resources, Accountabilities and Responsibilities – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a *Project Manager*, Health and Safety Officers, *Supervisors*, Health and Safety Representatives, and First Aiders;

- f) Details concerning Competence, Training and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- g) Communication, Participation and Consultation arrangements concerning health and safety, including Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- h) Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- i) Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- j) Emergency Preparedness and Response procedures;
- k) Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- l) Sub-*Contractor* Alignment procedures – a process must be in place for the assessment of Subcontractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- m) Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures;
- n) Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- o) Non-conformance and Action Management procedures concerning the management of corrective actions;
- p) Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- q) Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.
- r) The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- s) The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the *works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on



site, and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Section (2)).

- t) The *Contractor* must ensure that the performance of all specified *works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and 8 (2).)
- u) Note: No work may commence and or continue without *Supervisory* Appointees present on site. The *Contractor's* Site *Supervisor* must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.
- v) The *Contractor's* Site *Supervisor* must provide a list of names and contact telephone numbers of all *Contractors* and Subcontractor's contact persons on Site. This list is updated as a new *Contractor* or Subcontractor employee commences on Site.
- w) The *Contractor's* Site *Supervisor* must keep a record of all employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the *Supervisor*.
- x) The *Contractor's* Site *Supervisor* must complete manning sheets describing the day's activities, labor numbers and classifications and issue these to the *Supervisor* prior to 9.00 am on a daily basis.
- y) The *Project Manager's* Site Safety Representative is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

#### 5.3.4 *Contractor's* Safety Officer

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions). If more than 100 employees are deployed on the project site(s) (directly or through sub-*Contractors*), at least two full-time Health and Safety Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-*Contractors*) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

Each *Contractor* Health and Safety Officer shall be responsible for:

- a) Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and Subcontractor personnel (particularly the *Contractor's* *Project Manager*) to help ensure compliance at all times;



- b) Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*;
- c) Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- d) Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- e) Conducting *Contractor* health and safety induction training for all *Contractor* and Subcontractor personnel;
- f) Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- g) Communicating relevant health and safety information to *Contractor* and Subcontractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- h) Carrying out Safety Observations and Coaching (one per day);
- i) Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed *Supervisors*, and attending at least one DSTI each day;
- j) Attending monthly *Contractor* and Site Health and Safety Meetings;
- k) Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;
- l) Carrying out Planned Task Observations on an ad hoc basis;
- m) Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities;
- n) Responding to workplace incidents (as appropriate);
- o) Participating in incident investigations;
- p) Maintaining accurate health and safety statistics (for the *Contractor* and all Subcontractors), and compiling health and safety performance reports as required;
- q) Auditing the health and safety management system and workplace activities of the *Contractor* and each Subcontractor on a monthly basis to assess compliance with the project health and safety requirements; and
- r) Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

The *Contractor* must ensure that they have made adequate provision of safety officers as per the *Works* Information. The *Contractor* must ensure that the Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:

- a) A computer with access to all necessary systems, including access to e-mail and the internet;
- b) A mobile telephone on contract or with adequate pre-paid airtime; and

- c) A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
- d) A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training, and experience:
- e) At least 5 years' experience as a Health and Safety Officer on construction, and mechanical projects;
- f) SAMTRAC or NEBOSH or Modern SHEQ Risk Management training course as a minimum qualification;
- g) Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- h) Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- i) Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- j) Health and safety auditing experience and training;
- k) A valid First Aid certificate of competency;
- l) Fire prevention and protection training; and
- m) A valid Driving License (light motor vehicle).
- n) Registered as a Health and Safety Officer with SACPCMP.
- o) Before placing a SHE Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to TPT Health and Safety Manager and TPT Project Environmental Resource for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

#### 5.3.5 *Contractor's Safety Manual*

The *Contractor* must provide a hard copy of its safety manual, policies and procedures to the *Project Manager* for acceptance prior to the commencement of any site work. The *Contractor* must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The *Project Manager* or the *Project Manager's* nominated Representative may from time-to-time request safety procedures applicable to the area of operations. The *Contractor* must forward to the *Project Manager* any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The *Project Manager* may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to

the *Contractor* by the *Project Manager*. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract. The *Contractor* must give prompt written notice to the *Project Manager* of any objection to the requested supplement, including the reasons for objection. The *Project Manager's* rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

#### 5.3.6 Performance Measurement and Reporting

##### a) Health and Safety Statistics

The *Contractor* and each of its Subcontractors must complete and submit Health and Safety statistics to the *Project Manager* or the *Project Manager's* nominated representative, or as amended by the *Project Manager*, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the *Project Manager's* nominated representative.

##### b) Safety Management Records

The *Contractor* must submit to the *Project Manager* for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to the *Project Manager* or the *Project Manager's* nominated Representative if requested.

##### c) Field Technical/Safety Audit by the *Project Manager*

The *Project Manager* or the *Project Manager's* nominated Representative has the right to conduct audits/inspections of the Consultant, Professional Service Provider (PSP) and *Contractor* Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the *Contractor* must fully cooperate with the *Project Manager* or the *Project Manager's* nominated Representative during such audits/inspections. The *Project Manager's* rights under this clause does not, must not and will not relieve the Consultant, Professional Service Provider (PSP) and *Contractor* of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the *Contractor* procedures, drills, training or equipment, or non-conformities with the *Contractor* accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the *Contractor* must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the *Contractor* must stop work on the operation/activity concerned, immediately investigate the cause of the non-conformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plan(s) is submitted to the *Project Manager* for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the *Project Manager* or the *Project Manager's* nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified. The *Project Manager* or the *Project Manager's* nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the *Contractor* Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 80 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 80% the *Contractor* must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the *Contractor*.

The *Contractor* must provide to the *Project Manager* or the *Project Manager's* nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

d) Unsafe Act/Condition Auditing

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities. All such observations must be recorded and delivered to the TPT Health and Safety Manager.

e) Involvement, Communication and Motivation

The *Contractor* and Subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

f) Safety Meetings

The *Contractor* must implement and comply with OH&S Act, Section 19

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the *Project Manager* or the *Project Manager's* nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the *Project Manager's* Representative. In addition to Daily Safe Task Instructions, the *Contractor* must conduct at least weekly "toolbox" meetings to discuss safety issues and procedures.

g) Pre-Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes. Safety Review Meetings

- The *Contractor* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the *Project Manager* or the *Project Manager's* nominated Representative.
- The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

h) Site Safety Review Committee

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

i) HAZOP Review

The *Contractor* participates in HAZOP reviews upon the instruction and direction of the *Project Manager*.

The reviews may include, but not be limited to, studies to ensure that the Plant is built and operated as designed and that personal safety, employee health and environmental protection systems conform to the *Employer's* and legislative requirements.

j) Job Safety Analysis

The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager*.

k) Lines of Communication

The following personnel act on behalf of the *Project Manager* and may communicate directly with the *Contractor* and his key persons with respect to the SMP:

- Construction Manager (CM)
- Project Site Safety Manager (PSSM)

#### 5.3.7 Roles and responsibilities

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

##### 5.3.7.1 Construction Manager

- a) The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- b) The CM specific tasks (in the context of the SMP) are:
- c) Implement the safety management system
- d) Monitor compliance to the established safety management system
- e) Ensure risk is at an acceptable level
- f) Ensure Consultant Construction Management Team are competent
- g) Provide for:
- h) Planning, organisation, leadership and control
- i) Particular technical competencies for critical work
- j) Supervision and control on each shift
- k) Regular monitoring and assessment
- l) Workplace inspections

##### 5.3.7.2 Project Site Safety Manager:

- m) The PSSM is responsible for ensuring that the *Contractor* complies with the SMP.  
The PSSM acts on behalf of the *Project Manager*.
- n) The PSSM specific tasks (in the context of the SMP) are:

- o) Define, in accordance with the HSSP, the:
- p) Safety program (instructions, training, meetings, inspections, incentive)
- q) Health and medical program
- r) Checks that *Contractors* have issued their Health and Safety plans, PPSPS and procedures before the beginning of work
- s) Organizes safety awareness campaigns
- t) Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
- u) Checks conformance of equipment to technical requirements and regulations.
- v) Issues and address the site EHS activities reports
- w) Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level
- x) Promotes a proper and continuous housekeeping of Plant and temporary facilities in order to create the most suitable conditions for workers to work and to be encouraged to follow HSE requirements
- y) Conducts *Worksite* EHS walks with all *Contractors*, and directs appropriate corrective actions
- z) Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:
  - aa) Promoting personnel protection as an absolute requisite
  - bb) Investigating, identifying and neutralizing potential hazards
  - cc) Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations
  - dd) Thorough preparation of work critical phases
  - ee) Close contacts to local EHS authorities
  - ff) Continuous follow-up in order to correct immediately unsafe acts and situations
  - gg) In case of accident, he takes actions necessary to:
  - hh) Initiate quick interventions of the emergency means.
  - ii) Check that first aid and evacuation of injured persons are properly carried out.
  - jj) Obtain a clear accident report from the sub-*Contractor* concerned.
  - kk) Report immediately to the Construction Manager.
  - ll) Investigate to identify the root causes of all incidents and near misses.

#### 5.3.8 Commissioning Safety Study

The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed.

The elements to be considered include:



- a) Electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- b) Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented, and communicated, and are available to all personnel.
- c) Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- d) Documentation relevant to any modifications has been created/updated.
- e) Safe operating, maintenance and emergency procedures are in place.
- f) Operating and maintenance manuals are available and training of commissioning employees has been completed.
- g) As Built drawings are available.
- h) A Commissioning Permit (to apply hazardous energy) is developed and implemented. The *Project Manager* will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures, and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

#### 5.3.9 Housekeeping

Accidents can occur as a result of poor housekeeping. Hazards at construction site are the same for both day and night shift while the risks of injury are much higher during night *Works* because of the inherent poor illumination. It is essential that the workplace is kept clean and tidy to ensure safety and prevent accidents.

#### 5.3.10 Document Control

All safety documents shall comply with the Project Document Control Procedures.

#### 5.3.11 Medicals

Pre-employment medicals, including chest X-ray examinations, specific for the Contract will be required for all employees working on the Site regardless of duration spent on Site. Exit medicals, including chest X-ray examinations will be required at the end of the Contract. These medical examinations must be carried out by a registered Occupational Health Practitioner.

The *Contractor* must ensure that budget provision for SHE requirements are in place.



## 5.4 Environmental Constraints and Management

5.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations as well acceptable environmental good practices. In addition, the *Contractor* is expected to comply with all applicable Mpumalanga Municipal bylaws.

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

- a) Standard Operating Procedure for Construction Environmental Management (SOP: CEM)
- b) Contractor Environmental and Sustainable Specifications Guideline (CESSG)
- c) Transnet Integrated Management Policy Commitment Statement (TIMS)
- d) Project Environmental Specifications (PES) as contained in:
  - Project Environmental Specification (PES) includes Mpumalanga bylaws such as:
    - *Schedule Trades and Occupations Bylaws*
    - *Interim Code* relating to fire prevention and flammable liquids and substances

The above requirements shall be applicable to the main *Contractor* and its service providers. The *Contractor* must comply with all the requirements of the SOP: CEM, CESSG and the PES as mentioned above. The *Contractor* must pay special attention to all PES conditions. These conditions must strictly be adhered to and shall be monitored.

The *Contractor* must sign the Declaration of Understanding as a commitment (Commitment to conform to the SOP: CEM) abide with TPT's Environmental Control Framework and Project Environmental Specifications. 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 SOP: CEM, PES and CESSG.

The SOP: CEM defines how environmental management will be practiced on construction projects under Transnet's management and to ensure that that the environment is considered that negative impacts are avoided, or minimised and positive impacts are enhanced. The SOP: CEM further describes the main roles and responsibilities of the project team with respect to Environmental Management.

The CESSG describes the minimal requirements for environmental management to which the contractors must comply.

- 5.4.3 The *Contractor* must appoint a Safety, Health & Environmental Officer (SHEO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The SHEO must as a minimum have at least 5 years work experience in environmental management within the civil/structural and/or construction projects.
- 5.4.4 The *Contractor* will be required to submit a SHE file to TPT post award of tender. 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.
- 5.4.5 The overarching obligations of the *Contractor* under the CESSG before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 5.10 of the CESSG) 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:
- 5.4.6 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 CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the SOP: CEM. These method statements shall form part of the environmental file.
- 5.4.7 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any *work* on Site. 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.
- 5.4.8 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*.
- 5.4.9 During the construction period, the *Contractor* complies with the following:
- a) A copy of the SOP: CEM and CESSG 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.
  - b) 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 *Supervisor* and TPT *SHEQ Manager* or *Project Environmental Resource*. 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 Project Environmental Resource.

- c) Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.
- d) The *Contractor* shall be responsible for rehabilitating and or re-vegetating all areas to the satisfaction of the TPT Environmental Manager or Project Environmental Resource as detailed in the CESSG. Sufficient environmental budget must be allocated to achieve this.

5.4.10 The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification. The *Contractor* shall retain proof of having conducted adequate training / awareness with the sub-contractor, in terms of these requirements.

## 5.5 Quality Assurance Requirements

5.5.1 The *Contractor* shall have, maintain, and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of *The Works* Information as appropriate) the documented Quality Management System to be used in the performance of *The Works*.

5.5.2 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as a minimum to the requirements of specification **EAM-Q-009**, General Quality requirements for Suppliers and contractors as contained in the Annexure to this *Works* Information.

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

- a) Typical Project Quality Plan (PQP) for the contract;
- b) Valid ISO 9001 Certificate
- c) Index/List of Procedures/Method statement to be used
- d) Qualification and experience of Quality personnel
- e) Project specific Quality Control Plan
- f) Typical Quality Data Book Index

5.5.4 The *Contractor's* PQP includes or references to the quality plans of his Subcontractors and Suppliers.

5.5.5 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.

5.5.6 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review

or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

5.5.7 The Project Quality Plan means the *Contractor's* 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. Site Access will not be granted unless the PQP has been accepted by *The Employer*.

5.5.8 The Quality Control plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points. The *Contractor shall not* commence fabrication or manufacture prior to review and acceptance of the applicable QCP's by *The Employer*.

5.5.9 The Index of Procedures means the *Contractor's* system for management of:

- Documentation Control
- Design Control
- Procurement

5.5.10 The Inspection and testing mean:

- a) Quality Control Plans
- b) Inspection Points
- c) Schedule of Inspections
- d) Field Inspection Checklists
- e) Inspection Notification
- f) Inspection release
- g) Inspection and testing
- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

## 5.6 Programming constraints

5.6.1 The *Contractor's* construction WBS 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. 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*.
- b) *Contractor's* design as well as associated procedure for *Contractor's* design submission and acceptance of any portion of the *works* and/or approval of Plant as stipulated under Sections 1 Clause 2 of the Works Information in accordance with the stipulations for submission, acceptance and approval as stipulated under the relevant section(s) of the *Employer's* Works Information; including any other additional design

requirements, interfacing and or alterations in existing design which may stem from the aforementioned.

- c) Manufacturing and or Fabrication both on and off-site which may include but is not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent *works*.
- d) Preparation and Approvals of Health & Safety, Environmental and Quality Documentation.
- e) Approval of any applicable permits, permissions and licenses, including inductions.

5.6.2 The *Contractor's* construction programme shall correspond with the *Contractor's* Method Statements, Quality Control Plans and Risk Assessments, as drafted in line with the *Employer's* stipulations.

5.6.3 The *Contractor* uses the latest version of MSP for his programme submissions, or similar approved software with the prior written consent of the *Project Manager*. In the event that the *Contractor* will be using earlier or later versions of the software, the onus is on the *Contractor* to ensure that a conversion is done in order for the file to be compatible with MSP.

5.6.4 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the [SOP: CEM, PES and CESSG] as described under the relevant sections of the Works Information, together with the associated environmental method statements.

5.6.5 The *Employer* (including the agents of the *Employer*) operates on *Site* during dates or timings when the *Contractor* has completed certain elements of the *works* and/or during the contract period as stipulated in this Works Information.

5.6.6 Others operate on *working area* during dates or timings when the *Contractor* has completed certain elements of the *works* as stipulated in this Works Information

5.6.7 The *Contractor's* first programme submitted for acceptance shall be agreed during the precontract negotiation period, and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date).

5.6.8 The *Contractor* complies with the *Employer's* high-level programme when he submits his first programme for acceptance.

5.6.9 The *Contractor* presents his first programme for acceptance and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format.

5.6.10 The *Contractor* shows on his programme submitted for acceptance and all subsequently revised programmes, the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

5.6.11 The *Contractor's* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours in the *Employer's Works* Information.

- 5.6.12 Each programme submitted by the *Contractor* to the *Project Manager*, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources) with the exception of the *Contractor's* tender programme submission.
- 5.6.13 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as listed in the NEC 3, ECC, Clause 31.2.
- 5.6.14 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; monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.
- 5.6.15 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 spread sheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.
- 5.6.16 The *Contractor's* programme shows the following levels:
- a) 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.
  - b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
  - c) 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.
  - d) Level 4 Project Schedule –detailed discipline/speciality level schedule decomposed to the 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.
  - e) A narrative status report, which includes but is not limited to status and performance of operations on the *Site* and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

- f) Basis of Programme/Schedule document detailing but not limited to the following minimum requirements:
- Basis of latest accepted programme, including an overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc.
  - Description of network logic and sequencing.
  - Description of general construction approach.
  - Description of approach to allocation, use and management of all resources dedicated to the project.
  - Description of and trend analysis of critical risks as identified through schedule risk analysis and included in schedule contingency and or Time Risk Allowance provisions.
  - Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme).
  - Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining *works* and as identified and highlighted in the current revision of the programme for acceptance.
  - Identification critical activities, as well as top 10 near critical activities and undertake trends analysis on such activities with the aim to identify any deviations from planned performance.
  - Identification of any recovery and or mitigation action required in order to neutralise any deviations.

## 5.7 Reporting and Monitoring

- 5.7.1 The *Contractor* attends meetings as included but not limited to Section 2 Clause 5 of the *Employer's Works Information*.
- 5.7.2 The *Contractor* attends weekly planning meetings. Meeting agenda to include progress reporting as detailed under Section 2 Clause 5.10 of the *Employer's Works Information*, recovery/optimisation, contractual matters in line with NEC ECC core clauses 31, 32 and main option clause, Option B.
- 5.7.3 The *Contractor* submits programme narrative report to the *Project Manager* at fortnightly intervals in addition to the intervals for submission of revised programmes stated under *Contract Data Part One*. The *Contractor* also submits monthly programme narrative report to *Project Manager*.



- 5.7.4 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 action to rectify deviations.
- 5.7.5 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*.
- 5.7.6 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, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
- 5.7.7 The *Contractor's* **fortnightly** project progress report (narrative report) includes but is not limited to:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
  - 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 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 3-week Look Ahead Schedule.
  - 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*.
  - Manpower Histogram – reflecting actual, forecasted and planned activities.
  - Plant and Equipment Histogram – reflecting actual, forecast and planned activities.
  - Identification critical activities, progress and any deviations from planned performance.
  - Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.



- j) The *Contractor* shall submit to the *Project Manager*, a bi-weekly report on progress of any off-site manufacturing activities undertaken during the previous half-month.
- k) Based on the Accepted Programme/ latest programme submitted for acceptance the *Contractor* submits a cash flow forecast report that details the anticipated monthly cash flow, represented by the expected assessment of the amounts due, to the *Project Manager*. The cash flow forecast is to be extrapolated from the latest Accepted Programme through the mechanism of the cost loaded schedule or other similar methodologies with the prior approval of the *Project Manager*.

5.7.8 The *Contractor's* **monthly** project progress report includes but is not limited to:

- a) Monthly, the *Contractor* completes an assessment of all activities in progress and to completion, and accordingly revises and submits the updated programme for acceptance and cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.
- b) The *Contractor's* 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.
  - 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 spread sheet detailing specific over allocation and/or conflicts in allocation of resources.
  - *Contractor's* Plant and equipment histograms, including a control spread sheet detailing specific over-allocation and/or conflicts in allocation of resources.
  - S-curves of overall progress.
  - Critical action items list (top 10).

## 5.8 Contractor's management, supervision, and key people

5.8.1 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 and efficiency.

5.8.2 No sharing of key personnel roles will be permitted in this project.

5.8.3 The *Contractor* employs full time, fully qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-site during completion of the *works* including and not limited to:

a) **Technician x 1**

- The technician must have a minimum of a national diploma or N06 diploma in electrical with at least 5 years in medium voltage installations

b) **Electricians x 2**

- The technician must have a minimum of a trade test in electrical with at least 3 years in medium voltage installations

## 5.9 Contract change management

5.9.1 For ease of communication standard templates shall be used for contract change management. The *Contractor* forwards all correspondence with respect to contract change management, i.e. Early Warnings and notifications of Compensation Events, on the standard templates provided.

## 5.10 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

5.10.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

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

## 5.11 The *Contractor's* Invoices

5.11.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

5.11.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.11.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

5.11.4 The invoice is presented either by post or by hand delivery.

5.11.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

P O Box .....

.....

.....

For the attention of .....

Invoices submitted by hand are presented to:

Transnet Group Capital

.....

.....

.....

For the attention of .....

The invoice is presented as an original.

2.2.2 Transnet may require to run some of the conveyors before completion of all the works have been certified for operational reasons which do not constitute take over by Transnet for the following reasons.

2.2.2.1 Some of the conveyor belts may be required operational during the site work.

2.2.3 Contractor will be required to fully commission all the works done with Transnet representative onsite to ensure that there are no existing electrical faults in the circuits.

2.2.4 The contractor must be able give access to Transnet to assist in correction of defects once any defects are identified.

## **SECTION 3**

### **3 Plant and Materials Standards and Workmanship**

The contractor is expected to bring the required materials listed below, stuff and tools to successfully complete the work. The project leader will only monitor the work on site and attend to any queries the contractor may experience during the project implementation.

#### **3.1 LV Electrical Cables and joining kits**

- 3.1.1 Contractor to strip and remove all old control stations and dispose them in a designated waste skip.
- 3.1.2 Contractor to replace all control stations on the following conveyors, KO4, KO6, SO8, NO1, SO4, SO3, RO1, PO4, QO4, WO4, W01, Q03, P03, R02, S01, X01, X02, X03 and X00.
- 3.1.3 Control station specification: RS PRO 304 Stainless Steel Wall Box, IP66, 300mm x 250mm 150mm installed with the following.
- 3.1.4 E- stop button x 1, with 2 NC Auxiliary contacts.
- 3.1.5 Start button x 1, with 2 NO Auxiliary contacts.
- 3.1.6 Selector switch with 2 positions (local, remote) with 4 NO Auxiliary contacts.
- 3.1.7 Key switch x1 with 2 NO Auxiliary contacts.
- 3.1.8 Install 2.5mm marshalling inside each control station for connections.
- 3.1.9 Use galvanized u channels to install the stainless-steel box.
- 3.1.10 Ensure that the box have the engraved while labelling.
- 3.1.11 Ensure the Control station is fully labelled. E.eg buttons, selectors switches, e - stops, Cables, Terminals and wires all must be labelled.

- 3.1.12 Contractor to supply cable glands.
- 3.1.13 Contractor to do housekeeping after the completion of the project.
- 3.1.14 Electrical function tests the operation of all control stations after the completion of the project with TPT Personnel.
- 3.1.15 All components must be SABS approved.
- 3.1.16 The contractor must comply with TPT Health Safety and Environmental Specification number:
- 3.1.17 Operations – SHE Contractor Specification SHEQ PRO 021.
- 3.1.18 Contractor to cut, strip and remove all burnt electrical cables and clean the area.
- 3.1.19 All enclosures must be labelled as per the conveyor names.
- 3.1.20 Connect all the cables as found before disconnecting.
- 3.1.21 Housekeeping and neatness must be maintained.
- 3.1.22 Contractor to supply all required fasteners.
- 3.1.23 Commission all the work completed.

## **SECTION 4**

### **4 Management and start up**

#### **4.1 Management meetings**

The Contractor will have the kick-off meeting with the Employer's representative to discuss the project life cycle and challenges they may encounter during the project. This will cover all safety measures required on site, traffic flow and other necessary matters for a safe project execution. The following reporting will occur from time to time.

4.1.1. Daily report (Progress and challenges): this can either be telephonic or site visit.

4.1.2. Closing of the day (Challenges and expectation for the following day) site visit

#### **4.2 Documentation Control**

4.2.1 The contract shall be communicated via E-mail and all other hard copy documents can be handed over to the project leader or posted via the following Physical address.

The formal Physical Address for the Contract will be:

Section Manager

Export Ops Office no:6.

Port of Richards Bay

Richards Bay

3900.

4.2.2 This address will only be used in instances where documentation is couriered, or hand delivered to the site address is not possible.

4.2.3 The Contractor should submit the organizational structure for purpose of the lines of communication once the contract is awarded on the kick-off meeting.

### **4.3 Safety risk management**

4.3.1 Contractor to comply with Health and Safety Acts and their regulations.

4.3.2 Refer to Occupational Health & Safety Act 85 of 1993 ("OHSA") for guidance.

4.3.3 Contractor must have a safety file submitted to the safety department for assessment.

4.3.4 All employees must be medically fit with the report to confirm that they may commence work in TPT premises.

4.3.5 Contractor to adhere to all environmental rules and regulations as explained in detail under management and start up topic.

4.3.6 All employees involved must always have all relevant PPE requirements.

### **4.4 Environmental constraints and management**

4.4.1 Port of Richards Bay is audited from time to time to ensure it meets the environmental rules and protects nature. Failure to comply with the environmental rules could lead in killing sea animal and land animals. The following rules must be always obeyed.

4.4.2 All plant machinery must be inspected to ensure it's not leaking oil and if it leaks it must be removed immediately.

4.4.3 Use the current disposing bins or skips.

4.4.4 Use designated area to expose contaminated cargo during the project execution.

4.4.5 Operational activities, these must be site specific and must relate to one or more of the following: Waste minimization and management.

4.4.6 Water pollution

4.4.7 Emergency situations

4.4.8 Closure: The Environmental Management Practitioner must commit to a Closure Plan that will identify impacts and outline remediation measures.

## **4.5 The Contractor's Invoices**

4.5.1. Transnet 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:

4.5.1.1 The Transnet Procurement Procedures Manual (PPM).

4.5.1.2 Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost effective.

- i. The Public Finance Management Act (PFMA).
- ii. The Broad Based Black Economic Empowerment Act (B-BBEE); and
- iii. The Anti-Corruption Act.

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

4.5.1.4 Behaviors that will enable this transformation.

4.5.1.5 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.



## PART 4: SITE INFORMATION

### 1. Description of the Site and its surroundings

#### 1.1. General description

The site of work is located within the Port of Richards Bay along the east coast of KwaZulu Natal, the 801 and 804 routes is then located in DBT at Export Section, is used to convey mineral sand and woodchips cargo to either 801 and 804 berth vessels respectively from a series of conveyor belts into the vessels.



#### 1.2. Existing buildings, structures, and plant & machinery on the Site

Both 801 and 804 conveyor belts are housed inside conveyor belts galleries, each belt has start control station mounted nearby the drive end of the belts. Cables connected to each control stations are running along the galleries into the substations, In the substations where the signals are monitored and powered by either 24VDC or 60Vdc. When doing work on these control station, the conveyor belts must be electrically isolated from the respective substation. When replacing control stations, certain signals are directly connected to automation electronic devices and the plc's.

#### 1.3. Other reports and publicly available information

The Port of Richards Bay is about 8km outside Richards Bay CBD.

Transnet site entry and security control, permits, and Site regulations.

- The contractor will be required to comply with Transnet site access procedure, apply for site access permit from Transnet National Port Authority.
- The contractor must ensure all their employees on site always wear their fully Personal Protective clothing while they are onsite.





## TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2025/05/0026/96781/RFQ RFQ11399896,11399898,  
11399900 & 11399901

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALL LIGHTS ON A01, A02, A03 & B GALLERY AT TRANSNET PORT  
TERMINAL RICHARDS BAY (TPT RCB)

- The contractor will be required to have their safety file approved by TPT prior project commencement and have the safety file onsite with while the project is in progress.
- All contractors' employees must be inducted by Transnet. The project site involves several conveyor belts which will be operational during site work therefore caution must always be taken while on site.
- All contractor's equipment or tools must be declared at a security check point before proceeding to site.

Restrictions to access on Site, roads, walkways, and barricades:

- Entrance roads leading to site work are highly congested by trucks and other vehicles therefore caution must be taken when driving within the Port.
- Road leading to site is badly damaged therefore caution must be taken.