

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN
LIGHTING INFRASTRUCTURE FOR A PERIOD NOT EXCEEDING EIGHTEEN (18) MONTHS**

RFP NUMBER	: TNPA/2023/08/0018/39702/RFP
ISSUE DATE	: 11 APRIL 2024
COMPULSORY BRIEFING	: 19 APRIL 2024
CLOSING DATE	: 03 MAY 2024
CLOSING TIME	: 16:00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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].

DESCRIPTION	SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN LIGHTING INFRASTRUCTURE
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the TNPA Maritime Training Centre (Red Building opposite SAPS station), 4 Coode Crescent, Port of Cape Town, V & A Waterfront on 19 April 2024, at 09:00am [9 O'clock] for a period of ± 2 (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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>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>

	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
DEADLINE FOR CLARIFICATION	<p>All questions or queries should be submitted onto the system (Transnet e-tender portal) or TNPATenderEnquiriesCPT@transnet.net by Monday, 29 April 2024 at 12:00 noon. No questions or queries will be attended to after the specified date and time.</p>
CLOSING DATE	<p>16:00 on 03 May 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-20, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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

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



Topics

- **Tender Requirements**
- **Advertised Tenders**
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated.

Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

www.etenders.gov.za or

<https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

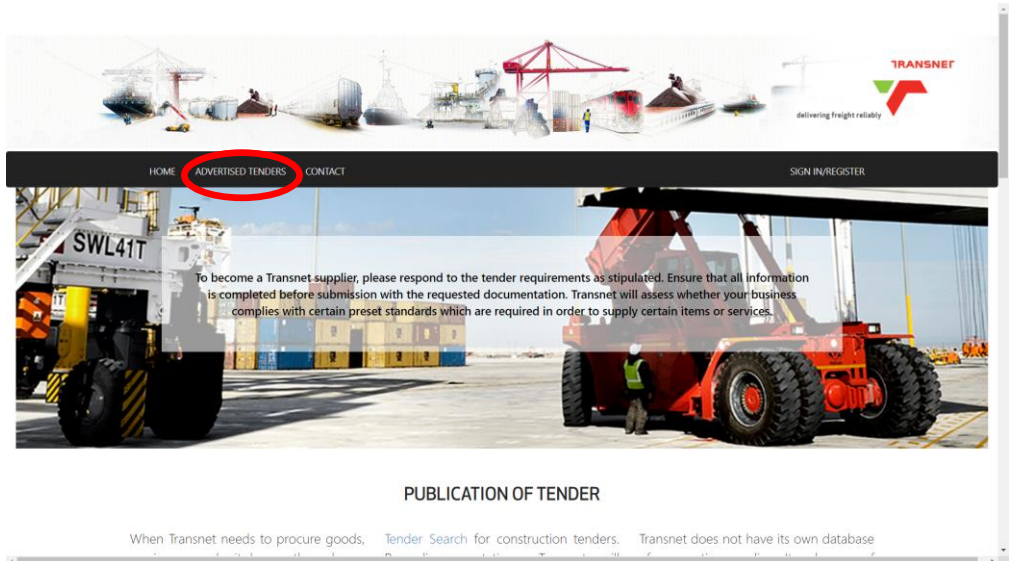
Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

eTender Links

- Transnet SOC Ltd Tenders
- Transnet Port Terminals RFQ/Tenders
- Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date



Topics

- Tender Requirements
- **Advertised Tenders**
- Register
- Sign In
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entries First Previous **1** 2 Next Last Activate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

The screenshot shows the Transnet E-Tenders landing page. At the top, there is a navigation bar with links for HOME, ADVERTISED TENDERS, CONTACT, and SIGN IN/REGISTER (which is circled in red). Below the navigation bar, there is a large banner image featuring a yellow and black forklift and a red tractor. Text on the banner reads: "To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services."



Topics

- Tender Requirements
- Advertised Tenders
- **Register**
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. Enter your email address and click on the **Send Verification Code** button.

Cancel

TRANSNET

Email Address

Send verification code

New Password

Confirm New Password

Given Name

Surname

Organization Name

Organization Type

Organization Type

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

Verification code has been sent to your inbox. Please copy it to the input box below.

dmkwilliams@gmail.com

731564

Verify code Send new code

New Password

Confirm New Password

Given Name

Organization Name

Surname

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

dmkwilliams@gmail.com

Change e-mail

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

5. Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Test info

Create

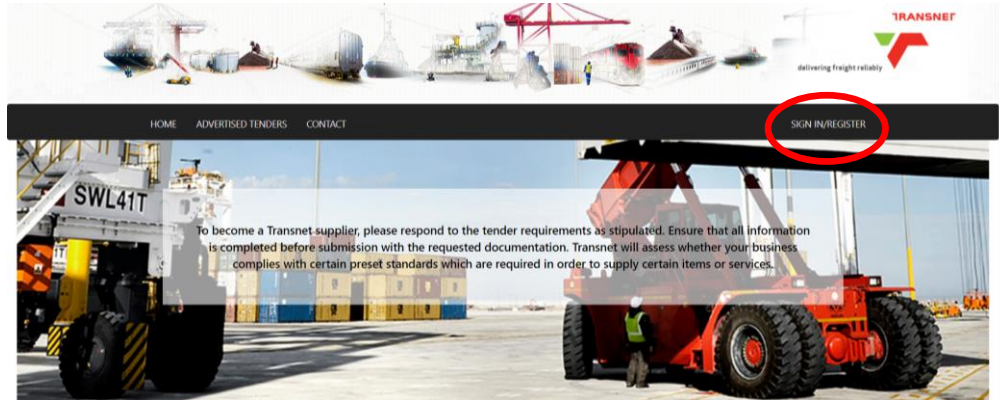


Topics

- Tender Requirements
- Advertised Tenders
- Register
- **Sign in**
- **Registered user navigation**
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

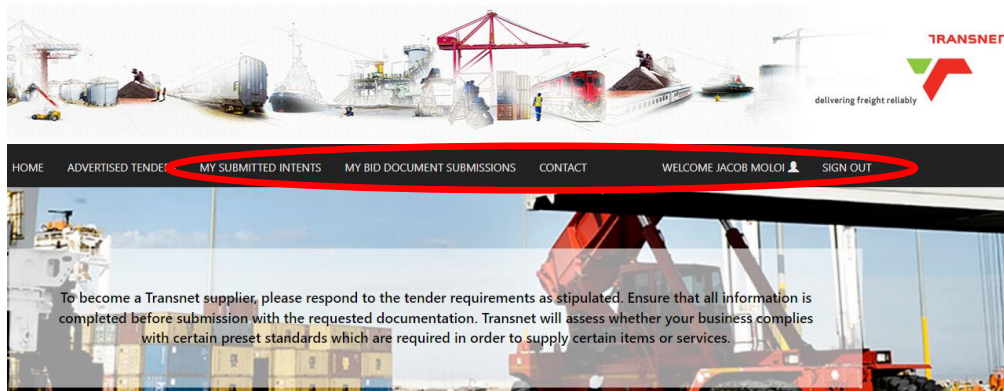
[Forgot your password?](#)

[Don't have an account? Sign up now](#)

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.





Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- **View Tender Details**
- **Submit Intent to Bid**
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Tender Details

1. Click on the **View Details** button to view tender information

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details

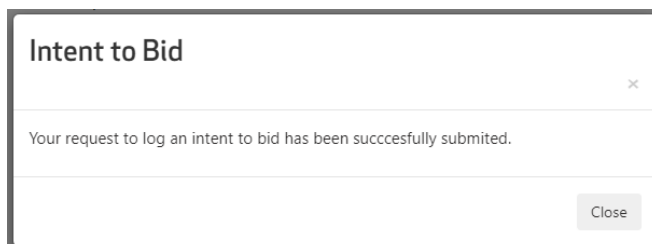
Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number	TE/2022/01/0012/RFQ	Briefing Session	
Name Of Tender	QA Public RFQ	Closing Date	1/26/2022 12:00:00 AM
Description	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)	Attachments	<ul style="list-style-type: none"> Excel File.xlsx JPEG File.jpg PDF File.pdf PNG File.PNG PowerPoint File.pptx Text File.txt
Tender Type	RFQ	Log An Intent To Bid	<input checked="" type="checkbox"/> Activate V Go to Setting
Contact Person	Sonwabile Mtatyana Transnet Corporate Johannesburg		
Contact Person Email Address	Sonwabile.Mtatyana@transnet.net		
Date Published	1/19/2022 1:51:25 PM		
Closing Date	1/26/2022 12:00:00 AM		
Briefing Date And Time			
Briefing Details			
Location Of Service	Carlton Centre		
Name Of Institution	TE		
Tender Category	Goods		

2. A notification will be displayed informing you that your **intent has been successfully submitted.**



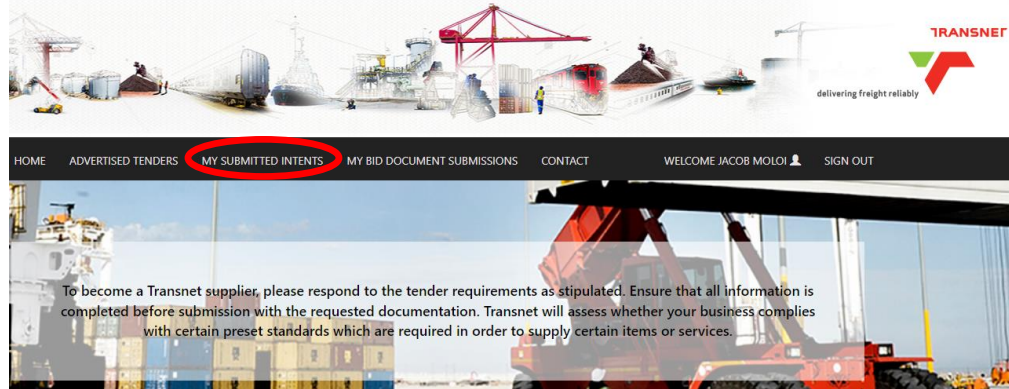


Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- **My Intent Submissions**
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender Summary [Ask For Clarity](#) [Submit Tender Documents](#)

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

- [Excel File.xlsx](#)
- [JPEG File.jpg](#)
- [PDF File.pdf](#)



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- **Ask for Clarity / Submit query**
- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details page, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

- Under 'Submit Queries Below' type your questions in the fields.
2. Click on the **Delete (trash can)** button to delete a field (row)
 3. Click on the blue **Add (+)** button to add another field (row)
 4. Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

6. At the bottom of the screen you can **add additional questions**

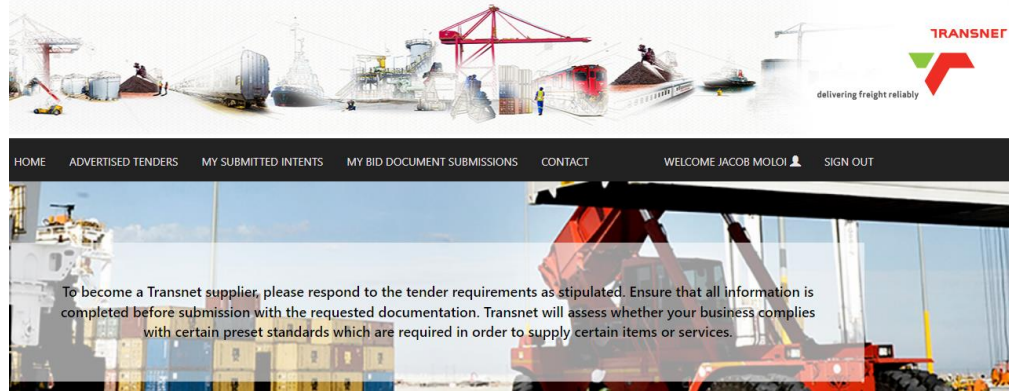


Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.
 5. Click on **Submit Bid**

QA Public RFQ
 Closing Date: 1/26/2022 12:00:00 AM
 TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Warning: Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents: No files uploaded.

Drag & drop mandatory documents here

Choose Files
File Browser Select File: No file chosen

[Upload Mandatory Documents](#)

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

Terms of Use
 Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

T1.2 TENDER DATA

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

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

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

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

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

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Nonceba Magazi-Qelile
	Address:	34 South Arm Road, V&A Waterfront
	E – mail	TNPATenderEnquiriesCPT@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:	
	An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board:	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 7 EP or higher class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV)	
	Joint ventures are eligible to submit tenders subject to the following:	
	1. every member of the joint venture is registered with the CIDB;	
	2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and	
	3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 7 EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations	
	The tenderer shall provide a certified copy of its signed joint venture agreement	

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description: SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWNLIGHTING INFRASTRUCTURE

Documents must be marked for the attention of:
Employer's Agent: Nonceba Magazi-Qelile

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

C.2.15 The closing time for submission of tender offers is:

Time: **16:00 on 03 May 2024**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	Starting date and completion date	1	10
	Activities to be logically tied link using critical path method	2	
	All activities as per level 4	2	
	The TNPA activities calendar on the schedule should represent the actual work week/month used	1	
	All activity durations to be realistic	2	
	Programme submission	2	
T2.2-04 Management & CVs of Key persons	Project Organogram	1	18
	Electrical Engineer	4	
	Electrical Supervisor	2	
	Installation Electrician	2	
	Civil Engineer	4	
	Project Manager	3	
T2.2-05 Quality Management	Quality Manual aligned to ISO 9001:2015	1	10
	Quality Policy	1	
	Project Quality Plan for the contract	2	
	CV of Quality Officer	3	
	Quality Control Plan (QCP's)	3	
T2.2-06 Health and Safety Requirements	Health and Safety Plan as per scope of work	4	15
	Detailed activity-based project specific Risk Assessment (RA)	5	
	Signed Organogram with legal appointees' roles & responsibilities	4	
	Safety, Health & Environmental Policy	2	

T2.2-07 Environmental Management	Environmental Management Plan	3	8
	Environmental Policy	2	
	Organogram - Qualification & Experience	2	
	List of projects	1	
T2.2-08 Previous Experience	Electrical lighting infrastructure	14	25
	Civil/Structural infrastructure	11	
T2.2-09 Method Statement	High Mast Lighting Procedure	3	14
	Street Lighting Procedure	2	
	Perimeter Lighting Procedure	2	
	Quay & Berthing Lighting Procedure	2	
	Commissioning, Testing & Illumination Study Procedure	5	
Maximum possible score for Functionality			100

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

- T2.2-03 Programme
- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Quality Management
- T2.2-06 Health and Safety Plan
- T2.2-07 Environmental Management Plan
- T2.2-08 Previous Experience
- T2.2-09 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

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

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

4. Stage Four – Preference Point System

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	90 / 80
Specific goals - Scorecard	10 / 20
TOTAL SCORE:	100

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

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

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	3
+51% EME or QSE Black owned	5
30% Black women Owned entities	2
Non-compliant and/or Level 3 – 8 contributor	0

OR

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	5
+51% EME or QSE Black owned	10
30% Black women Owned entities	5
Non-compliant and/or Level 3 – 8 contributor	0

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

Specific Goals	Acceptable Evidence
B-BBEE Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+51% EME or QSE Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS	POINTS
PRICE	90	80
B-BBEE Status Level of Contributor 1 or 2	3	5
+51% EME or QSE Black owned	5	10
30% Black Women Owned Entities	2	5
Non-compliant and/or Level 3 – 8 contributor	0	0
Total points for Price and Specific Goals must not exceed	100	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** – Proof of attendance of the Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration with 7 EP or higher grading

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Management & CVs of key persons
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-07 **Evaluation Schedule:** Environmental Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method Statement

2.1.2 Stage Four: Specific Goals:

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Schedule of proposed Subcontractors
- T2.2-16 Health and Safety Questionnaire

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document



- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-24 Agreement in terms of POPIA

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-25 Insurance provided by the Contractor

2.1.6 Transnet Vendor Registration Form:

- T2.2-26 Supplier Declaration Form
- T2.2-27 Site Establishment Requirements

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities

2.6 C3 Scope of Work

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:	TNPA Maritime Training Centre (Red Building opposite SAPS station), 4 Coode Crescent, Port of Cape Town, V & A Waterfront	
On (date)	19 April 2024	Starting time: 09:00 a.m.

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 **7 EP 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 **7 EP 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.

T2.2-03: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer provides the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following:

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

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

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date*, *access dates*, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works

▪ **Resourcing & Equipment:**

The *Tenderer indicates* for each operation, a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline



The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 10	<i>The tenderer shall demonstrate the following:</i>					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
Starting date and completion date are stated, with the total overall duration of programmes do not exceed 18 months.	1	1	No Response or Starting date and completion date not shown	Starting date and completion date with total overall duration that is 20 months or more submitted = 20	Starting date and completion date with total overall duration that is more than 18 months but less than 20 months = 40	Starting date and completion date, the total overall duration is 18 months = 60	Starting date and completion date with the total overall duration that is greater than 16 months but less than 18 months = 80	Starting date and completion date with total overall duration that is greater than 12 months but less than 16 months = 100
Activities to be logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column)	2	2	No response or programme does not link activities using CPM = 0	All Activities on Critical Path partially linked using CPM but has open ends in between Predecessors and Successor (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 20	All Activities on Critical Path partially linked using CPM and has no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 60	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No open ends in between Predecessors and Successors on Sub critical and all activities linked = 80	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking on WBS = 100



The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 10	<i>The tenderer shall demonstrate the following:</i>					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
All activities as per level 4	3	2	No response or partially complete or schedule submission is not level 4 or 3 or 2 (i.e., Level 1) = 0	The schedule is partially complete and detailed (level 2) = 20	The schedule is detailed (level 3) = 40	The schedule is complete and detailed (level 4) = 60	The schedule is complete and detailed Level 4 and Key Milestones submitted = 80	The schedule is complete and detailed Level 4, Key Milestones and Basis of schedule submitted = 100
The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date	4	1	No response = 0	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days from start to finish date = 20	The TNPA activities calendar on the schedule should represent the actual Weekends are marked as working days from start to finish date = 40	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays are marked as non-working days from start to finish date = 60	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders break are marked as non-working days from start to finish date = 80	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days and float from start to finish date = 100



The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 10	<i>The tenderer shall demonstrate the following:</i>					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column)	5	2	No response = 0	All Activities durations to be realistic are broken down into Months (Show the duration Column) = 20	All Activities durations to be realistic are broken down into Months and Weeks (Show the duration Column) = 40	All activities durations to be realistic are broken down into Months, Weeks, and days (Show the duration Column) = 60	All activities durations to be realistic are broken down into Weeks and days (Show the duration Column) = 80	All activities durations to be realistic are broken down into days (Show the duration Column) = 100
Programme submission (Software) in PDF & either Microsoft project or Primavera P6	6	2	No response = 0	Programme submitted not in Microsoft Project nor Primavera P6 nor Excel = 20	Programme submitted in Excel =40	Programme submitted in either Microsoft project or Primavera P6 =60	Programme submitted in either Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) =80	Programme submitted in either Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100

T2.2-04: Evaluation Schedule: Management & CVs of Key persons

Note to tenderers:

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. A project specific organogram is required to be submitted as part of this returnable schedule, clearly showing the resources that will be provided by the contractor to execute the works. The organogram is to include the names of the personnel, and the attached CV's will be used in evaluation.

Submit the following documents as a minimum with your tender documentation;

1. An organisational chart showing on-site and offsite management **(1 Point)**
2. Comprehensive CV's should be attached to this schedule As a minimum each CV should address the following, but not limited to;
 - i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional Registration/ Department of Labour
 - ii. Qualifications
 - iii. Name of current employer and position in enterprise
 - iv. Overview of post graduate experience (year, organization and position)
 - v. Outline of recent assignments / experience that has a **bearing on the Scope of**

Works

3. Details of the experience of the staff who will be working on the works with respect to:
 - Working with NEC 3 Engineering and construction contract option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, copies of relevant training/qualifications to be provided.
4. Key personnel for the Execution of the project shall include at least, amongst others:
 - a) Electrical Engineer (4 Points)**
 - Electrical Engineer should have a minimum Pr.Eng / Pr.Tech (ECSA) in Electrical Engineering and at least 5 years of experience with relevant experience in design and implementation of electrical lighting systems and area illumination.
 - b) Electrical Supervisor (Electrical LV) (2 Points)**
 - Electrical supervisor must have a minimum of NTC 4 Trade certificate in electrical engineering with at least 5 years' experience in electrical LV projects
 - c) Installation Electrician (2 Points)**
 - Installation Electrician must have a minimum of 5 years in Low Voltage (LV) installations.
 - Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Labour (DoL) as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations.

- d) Civil or Structural Engineer (4 Points)**
- Civil or Structural Engineer should have a minimum Pr.Eng/Pr.Tech (ECSA) in Civil/Structural Engineering and with relevant experience in civil works related to the project, inclusive of and not limited to:
 - o Foundation & Structural designs
 - o Earthworks and excavations
- e) Project Manager (3 Points)**
 - o SACPCMP Pr CPM/PMP registered with Engineering or Project Management related diploma/degree with at least 5 years of experience in construction projects similar to this project works.
- f) Construction Manager (2 Points)**
 - o SACPCMP Pr CM registered with Engineering or Built Environment related diploma/degree with at least 5 years of experience in construction projects similar to this project works.

The table below will be used as guidelines for scoring / evaluating the Management & CVs of Key persons submitted by the Tenderer:



	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
Score	(0)	(20)	(40)	(60)	(80)	(100)
Organogram (1 Point)	Failed to provide information. No response.	Organogram missing more than 3 key resources	Organogram missing 2 of the key resources	Organogram missing any 1 of the identified key resources	Full organogram with Incomplete CV's and certifications	Full organogram with complete set of CV's and certifications
Electrical Engineer (4 Points)		Key staff has no experience of issues pertinent to this project. •Electrical engineer: <2 years' relevant experience and not professional registered (PR)	Key staff has limited experience of issues pertinent to this project. •Electrical Engineer: ≥2 ≤4 years' relevant experience and professional registered (PR)	Key staff has reasonable knowledge of issues pertinent to this project. •Electrical engineer: >4 ≤5 years' relevant experience and professional registered (PR)	Key staff has broad knowledge of issues pertinent to this project. •Electrical engineer: >5 ≤7 years' relevant experience and professional registered (PR)	Key staff has exceptional knowledge of issues pertinent to this project. •Electrical engineer: >7 years' relevant experience and professional registered (PR)
Electrical Supervisor (2 Points)		Key staff has no experience of issues pertinent to this project. • Electrical supervisor: < 2 years' experience and not NTC 4 Trade certificate	Key staff has limited experience of issues pertinent to this project. • Electrical supervisor: ≥2 ≤4 years' experience	Key staff has reasonable knowledge of issues pertinent to this project. • Electrical supervisor: >4 ≤ 5 years' experience	Key staff has broad knowledge of issues pertinent to this project. • Electrical supervisor: > 5 ≤ 7 years' experience	Key staff has exceptional knowledge of issues pertinent to this project. • Electrical supervisor: > 7 years' experience
Installation Electrician (2 Points)		Key staff has no experience of issues pertinent to this project. •Installation electrician :<2 years' experience and not registered with DoL as installation electrician	Key staff has limited experience of issues pertinent to this project. • Installation electrician ≥2 ≤4 years' experience	Key staff has reasonable knowledge of issues pertinent to this project. • Installation electrician :> 4 ≤= 5 years' experience	Key staff has broad knowledge of issues pertinent to this project. • Installation electrician :> 5 ≤ 7 years' experience	Key staff has exceptional knowledge of issues pertinent to this project. • Installation electrician :> 7 years' experience

<p>Civil or Structural Engineer (4 Points)</p>	<p>Key staff has no experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Civil / Structural engineer: <2 years' relevant experience and not professional registered (PR) 	<p>Key staff has limited experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Civil / Structural engineer: $\geq 2 \leq 4$ years' relevant experience and professional registered (PR) 	<p>Key staff has reasonable knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Civil / Structural engineer: $> 4 \leq 5$ years' relevant experience and professional registered (PR) 	<p>Key staff has broad knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Civil / Structural engineer: $> 5 \leq 7$ years' relevant experience and professional registered (PR) 	<p>Key staff has exceptional knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Civil / Structural engineer: > 7 years' relevant experience and professional registered (PR)
<p>Project Manager (3 Points)</p>	<p>Key staff has no experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> •Project Manager: <2 years' relevant experience and not professional registered (PR) 	<p>Key staff has limited experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Project Manager: $\geq 2 \leq 4$ years' relevant experience and professional registered (PR) 	<p>Key staff has reasonable knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Project Manager: $> 4 \leq 5$ years' relevant experience and professional registered (PR) 	<p>Key staff has broad knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Project Manager: $> 5 \leq 7$ years' relevant experience and professional registered (PR) 	<p>Key staff has exceptional knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Project Manager: > 7 years' relevant experience and professional registered (PR)
<p>Construction Manager (2 Points)</p>	<p>Key staff has no experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Construction Manager: <2 years' relevant experience and not professional registered (PR) 	<p>Key staff has limited experience of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Construction Manager: $\geq 2 \leq 4$ years' relevant experience and professional registered (PR) 	<p>Key staff has reasonable knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Construction Manager: $> 4 \leq 5$ years' relevant experience and professional registered (PR) 	<p>Key staff has broad knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Construction Manager: $> 5 \leq 7$ years' relevant experience and professional registered (PR) 	<p>Key staff has exceptional knowledge of issues pertinent to this project.</p> <ul style="list-style-type: none"> • Construction Manager: > 7 years' relevant experience and professional registered (PR)

T2.2-05: Evaluation Schedule: Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard TNPA-QUAL-REQ-14.1 - General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements.
3. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
4. Quality Officer with a Quality diploma / Technical diploma with ISO 9001:2015 Quality Management System certificates, MUST have a minimum of 3 years' experience in similar projects.
5. Quality Control Plan MUST cover all Engineering disciplines (Electrical, Civil and Structural Engineering *Works and Corrosion Protection*) and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

The scoring will be as follows:



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0018/39702/RFP

DESCRIPTION OF SERVICES: SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN LIGHTING INFRASTRUCTURE

Points (10)	Quality Manual aligned to ISO 9001:2015 (1)	Quality Policy (1)	Project Quality Plan for the contract (2)	CV of Quality Officer (3)	Quality Control Plan (QCP's) (3)
Score (0)	No Quality manual submitted.	No Quality policy submitted.	No PQP submitted.	No CVs submitted	No QCPs submitted.
Score (20)	Quality manual contains 1 of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains One (1) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 1 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with neither quality diploma / technical diploma with ISO 9001:2015 QMS certificate nor quality experience	Quality Control Plan contains 1 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
Score 40	Quality manual contains 2 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Two (2) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 2 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with less than 3 years quality experience with no quality or technical qualification and ISO 9001:2015 QMS certificate	Quality Control Plan contains 2 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



<p>Score 60</p>	<p>Quality manual contains 3 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation</p>	<p>Quality Policy contains Three (3) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization</p>	<p>Project Quality Plan contains 3 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs</p>	<p>CV with 3-5 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate</p>	<p>Quality Control Plan contains 3 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories</p>
<p>Score 80</p>	<p>Quality manual contains 4 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation</p>	<p>Quality Policy contains Four (4) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization</p>	<p>Project Quality Plan contains 4 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs</p>	<p>CV with 6-10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate</p>	<p>Quality Control Plan contains 4 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories</p>

<p>Score 100</p>	<p>Quality manual contains all 5 of the QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation</p>	<p>Quality Policy contains all Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization</p>	<p>Project Quality Plan contains all 5 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs</p>	<p>CV with more than 10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate</p>	<p>Quality Control Plan contains all 5 of the QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories</p>
---	--	---	---	--	---

Attached submissions to this schedule:

.....

.....

.....

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-06: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Signed Health and Safety Plan as per scope of work in line with TNPA Health & Safety Specification and the tenderer must include this minimum requirements: **(4)**
 1. Project Scope
 2. Policy
 3. Hazard Identification and Risk Assessment
 4. Legal & Other requirement
 5. Accountabilities and Responsibilities
 6. Competence, training and awareness
 7. Occupational Health and Hygiene
 8. Working at Heights
 9. Incident Reporting and Investigation
 10. Audits and Inspections
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW). **(5)**
 1. Site Establishment.
 2. Eletrical Works.
 3. Earthworks/ Civil Works.
 4. Working at Heights Work and Cranes.
 5. Working near or over water.
3. Signed Organogram with mandatoy legal appointees' roles & responsibilities, below are the key legal appointees: **(4)**
 1. Sec. 16(2) – Delegated Authority (Ass. CEO)
 2. CR 8(1) – Construction Manager Registered with SACPCMP
 3. CR 8(7) – Construction Supervisor
 4. CR 8(5) – Construction Safety Officer Registered with SACPCMP
 5. CR 9(1) – Risk Assessor
4. Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer.
List the five elements - **(2)**
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,

4. Hold management accountable for development of the safety systems
5. Include objectives and targets.



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

Points (15)	Item 1 (4 points)	Item 2 (5 points)	Item 3 (4 points)	Item 4 (2 points)
CRITERIA	<p>Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification.</p> <ol style="list-style-type: none"> 1.Project Scope 2.Policy 3.HIRA 4.Legal & Other requirement 5.Accountabilities and Responsibilities 6.Competence, training and awareness 7.Occupational Health and Hygiene 8.Working @ Heights 9.Incident Reporting and Investigation 10.Audits and Inspections 	<p>Overview of the tenderer’s Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW).</p> <ol style="list-style-type: none"> 1. Site Establishment. 2. Eletrical Works. 3. Earthworks/ Civil Works. 4. Working at Heights Work and Cranes. 5. Working near or over water. 	<p>Signed Organogram with mandaroty Legal Appointees’ Roles & Responsibilities: below are the key legal appointees</p> <ol style="list-style-type: none"> 1.Sec. 16(2) Delegated Authority (Ass. CEO) 2.Construction Manager (SACPCMP) 3.Construction Supervisor 4.Construction. Safety Officer (SACPCMP) 5.Risk Assessor 	<p>Signed and dated Health and Safety Policy:</p> <ol style="list-style-type: none"> 1) Commitment to Safety, Pollution Prevention 2) Continual Improvement 3) Compliance to Legal requirements 4) Holding management accountable for development of safety systems 5) Included objectives and targets.



Score 0	Failed to provide information. No response.			
Score 20	Generic Health and Safety Plan that is not aligned to the scope of work correlating to TNPA H&S specification or H&S Plan not signed or has four (4) or less H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 2 major activity provided in task-based risk assessment and are aligned to the project.	Inadequate information No signed organogram or organogram not identifying key personnel and signed mandatory appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy not signed and/or dated by the Chief Executive Officer.
Score 40	Poor response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including five (5) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 3 major activities are provided in task-based risk assessment and are aligned to the project.	Poor response/lacks convincing evidence Signed organogram identifying key personnel reflected, with two (2) signed mandatory appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including one (1) - two (2) key elements.
Score 60	Satisfactory response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including six (6) – eight (8) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 4 major activities are provided in task-based risk assessment and are aligned to the project.	Satisfactory response Signed organogram with key personnel reflected, with three (3) signed mandatory legal appointments with supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including three (3) key elements.
Score 80	Good response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including nine (9) – ten (10) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 5 major activities are provided in task-based risk assessment and are aligned to the project.	Good response Signed organogram with majority of key personnel identified and reflected, with four (4) signed mandatory legal appointments	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including four (4) key elements.



			with supporting certification as per legal requirements.	
Score 100	Exceeds expectations Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including more than ten (10) and above other additional requirements.	Risk assessment methodology is provided with the risk assessment. More than 5 major activities are provided in task-based risk assessment and are aligned to the project.	Exceeds expectations Signed organogram with all key personnel identified and reflected, signed mandatory legal appointments with maximum supporting certification as per legal requirements.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including all five (5) key elements.

T2.2-07: Evaluation Schedule: Environmental Management (8)

The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0
- c) Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0

1. The tenderer must provide a project specific **Environmental Management Plan**. This plan must be clear on the following:

- a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
- b. The method and frequency of monitoring the implementation of the impact management actions.
- c. A description of how the environmental incidents will be managed on site.
- d. An indication of the roles and responsibilities in the implementation of the impact management actions.
- e. Records to be kept.
- f. How non-conformance/non-compliance will be dealt with.

2. The tenderer must provide an **Environmental Policy** signed by Top Management that displays the following key components, namely:

- a. Commitment to comply with all applicable environmental laws, regulations and standards.
- b. Commitment to pollution prevention
- c. Emphasize the organisation's commitment to continual improvement in environmental performance.
- d. Address the sustainable use of resources/ resource conservation.
- e. Is communicated to all employees working for or on behalf of the Contractor.

3. Provide a CV showing environmental staff competencies, **experience and environmental qualification** (Degree/Diploma) relevant to environmental management functions, who will form part of the key environmental officer. **(Proof of Qualification must be submitted).**



- 4. The tenderer must provide a **list of projects (a minimum three (3) projects)**, where construction environmental management duties have been executed including a brief description of such duties as listed on company’s experience reference letters.

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

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

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

The scoring of the Tenderer’s Environmental Submission will be as follows:

1. Site specific Environmental management system

	Environmental Management Plan	Environmental Policy	Environmental Officer Qualification	Environmental Officer Experience	List of projects where construction environmental management duties have been executed
Points	2	1	2	2	1
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information or submitted Qualifications not in the Natural Science or Environmental Studies to determine a score.	Environmental officer has less than 1 year of relevant on-the-job experience.	The Tenderer has submitted no information to determine a score.
Score 20	EMP only responds to 1-2 of the items listed under paragraph 1 above.	Policy addresses 1 of the required elements listed under paragraph 2 above.	Environmental officer is in possession of a relevant Certificate in Natural Science or Environmental Studies	Environmental officer has ≥1 year but ≤3 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 1 project.
Score 40	EMP only responds to 3 of the items listed under paragraph 1 above.	Policy addresses 2 of the required elements listed under paragraph 2 above.	Environmental officer is in possession of a Diploma in Natural Science or Environmental Studies	Environmental officer has >3 years but ≤4 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 2 projects.



Score 60	EMP only responds to 4 of the items listed under paragraph 1 above.	Policy addresses 3 of the required elements listed under paragraph 2 above.	Environmental officer is in possession of a Bachelor's degree/ B Tech in Natural Science or Environmental Studies.	Environmental officer has >4 years but ≤8 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 3 projects.
Score 80	EMP only responds to 5 of the items listed under paragraph 1 above.	Policy addresses 4 of the required elements listed under paragraph 2 above.	Environmental officer is in possession of a Bachelor's degree with Honours in Natural Science or Environmental Studies.	Environmental officer has >8 but ≤10 years relevant on-the-job experience.	Tenderer has only executed environmental management duties in 4 projects.
Score 100	EMP responds to all the items listed under paragraph 1 above.	Policy addresses all of the required elements listed under paragraph 2 above.	Environmental officer is in possession of a Master's degree in Natural Science or Environmental Studies	Environmental officer has > 10 years of relevant on-the-job experience.	Tenderer has only executed environmental management duties in 5 projects.

T2.2-08: Evaluation Schedule: Previous Experience

Note to tenderers:

Bidder must populate a table listing similar projects and scale covering the Company Experience in conducting illumination surveys and area lighting designs, corrosion protection, engineering and construction oversight related to area lighting (high mast, streetlights, quay/berthing lights and perimeter lighting) including LV reticulation networks as well as structural/ foundation designs.

The list must include the following requirements:

1. Project name
2. Project description & Scope
3. Project value
4. Contract Duration
5. Status of the project.
6. Client Name & Contact details of the client

Please provide your previous experience showing but not limited to the following:

A) Electrical lighting infrastructure (14 Points):

- Company Experience in conducting illumination surveys and area lighting designs, engineering and construction oversight related to area lighting (high mast, streetlights, quay/berthing lights and perimeter lighting) including LV reticulation networks.

B) Civil/Structural infrastructure (11 Points):

- Company experience in civil engineering works with a focus on structural/foundation designs and earthworks.
- A list of past / current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description and duration)

The information should as a *minimum* contain be as per example below (NB: One project can count towards both Electrical & Civil criteria if the scope is multidisciplinary):

	Project Name	Project Description & Scope	Project Value	Contract Duration	Status of Project	Client Name & Contact Details
1						
2						
3						
4						
5						
6						

The bidder must submit reference letters from clients on the client’s letterheads and must confirm the work performed with specific reference to the project, company involvement covering the lighting installation, design of area lighting, structural/foundations, and earthworks executed over the last ten (10) years.

Score 0	<p>The Tenderer failed to address the Employer’s request. Has not submitted the required information. Previous experience does not relate to the scope of works.</p> <p>Tenderer has only ONE project to demonstrate as previous experience.</p> <p>Has not provided a list and reference letters to substantiate experience indicated (Client name and contact details, project description, duration and contract value)</p>
Score 20	<p>The Tenderer’s previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in TWO (2) projects relating to the scope of works with associated reference letters as proof.</p>

	The tenderer has limited evidence of previous experience.
Score 40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in THREE (3) projects relating to scope of <i>works</i> with associated reference letters as proof.
Score 60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in FOUR (4) projects relating to the scope of works with associated reference letters as proof. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .

Score 80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in FIVE (5) projects relating to the scope of <i>works</i> with associated reference letters as proof. The tenderer has extensive previous experience in relation to the <i>works</i> .
Score 100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects relating to the scope of works with associated reference letters as proof. The tenderer has comprehensive previous experience in projects of a similar nature.

T2.2-09: Evaluation Schedule: Method Statement

Note to tenderers:

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

- A detailed project specific method statement is required which includes but is not limited to the following items:
 - Installation procedure for High Mast Lighting, at minimum covering the following aspects:
 - a) Trenching and earthworks for cableways
 - b) Installation and removal of electrical cables/wiring
 - c) Lighting fixture mounting
 - d) Construction of High Mast foundation
 - e) Pole assembly, erection and securing.
 - f) Testing and commissioning
 - Installation procedure for Street Lighting, at minimum covering the following aspects:
 - a) Trenching and earthworks for cableways
 - b) Installation and removal of electrical cables/wiring
 - c) Pole erecting and securing
 - d) Electrical kiosk refurbishment
 - e) Testing and commissioning
 - Installation procedure for Perimeter Lighting
 - a) Trenching and earthworks for cableways
 - b) Installation and removal of electrical cables/wiring
 - c) Pole erecting and securing
 - d) Electrical kiosk refurbishment
 - e) Testing and commissioning
 - Installation procedure for Quay & Berthing Lighting, at minimum covering the following aspects:
 - a) Installation and removal of electrical cables/wiring
 - b) Lighting fixture mounting
 - c) Safety measures
 - d) Testing and commissioning
 - Illumination study procedure and methodology, at minimum covering the following aspects:
 - a) Equipment to be used
 - b) Data collection method
 - c) Rollout procedure and quality assessment

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



	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
High Mast Lighting Procedure (3 Points)	Failed to provide information. No response.	The tenderer has submitted a methodology/approach addressing less than 3 (three) of the aspects requested.	The tenderer has submitted a methodology/approach addressing 3 (three) to 5 (five) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 6 (six) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 6 (six) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	The tenderer has submitted a methodology/approach addressing more than 6 (six) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.
Street Lighting Procedure (2 Points)		The tenderer has submitted a methodology/approach addressing less than 2 (two) of the aspects requested.	The tenderer has submitted a methodology/approach addressing 2 (two) to 4 (four) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 5 (five) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 5 (five) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	The tenderer has submitted a methodology/approach addressing more than 5 (five) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.



<p>Perimeter Lighting Procedure (2 Points)</p>		<p>The tenderer has submitted a methodology/approach addressing less than 2 (two) of the aspects requested.</p>	<p>The tenderer has submitted a methodology/approach addressing 2 (two) to 4 (four) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 5 (five) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 5 (five) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>	<p>The tenderer has submitted a methodology/approach addressing more than 5 (five) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>
<p>Quay & Berthing Lighting Procedure (3 Points)</p>		<p>The tenderer has submitted a methodology/approach addressing 1 (one) of the aspects requested.</p>	<p>The tenderer has submitted a methodology/approach addressing 2 (two) to 3 (three) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 4 (four) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 4 (four) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>	<p>The tenderer has submitted a methodology/approach addressing more than 4 (four) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>
<p>Illumination Study Procedure (5 Points)</p>		<p>The tenderer has submitted a methodology/approach addressing 1 (one) of the aspects requested.</p>	<p>The tenderer has submitted a methodology/approach addressing 2 (two) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 3 (three) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.</p>	<p>The tenderer has submitted a methodology/approach addressing 3 (three) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>	<p>The tenderer has submitted a methodology/approach addressing more than 3 (three) of the aspects requested. The aspects addressed on the methodology are specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p>

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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

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

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

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

T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund

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

- 1.
- 2.
- 3.
- 4.

To be renewed when it lapses.

Name of Company/Members of Joint Venture:

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

T2.2-13: 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.



T2.2-14: Availability of Equipment and Other Resources

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

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

T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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

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

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

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

T2.2-16: Health and Safety Questionnaire

Health, Safety Questionnaire

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

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? Yes No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? Yes No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors? Yes No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?
 Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
 Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? Yes No

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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 Either the 80/20 or 90/10 preference point system will be applied, therefore Transnet shall use the lowest acceptable bid to determine the applicable 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	POINTS
PRICE	90	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	3	5
+51% EME or QSE Black Owned	5	10
30% Black Women Owned Entities	2	5
Non-compliant and/or Level 3-8 contributors	0	0
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that

specific goal are not claimed.

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

2. DEFINITIONS

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

PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

90/10

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

OR 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 level 1 or 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+51% EME or QSE Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: = (maximum of 10 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to

- such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S) DATE:
--

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal 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

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

T2.2-18 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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 T2.2-22 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

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

T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby

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

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

NATURE OF BREACH:

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

T2.2-21 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

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

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

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

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

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-23 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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



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

YES	
------------	--

NO	
-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 20

Name: _____

Title: _____

Signature: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-25: Insurance provided by the *Contractor*

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

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

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

T2.2-26 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

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

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

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

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

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

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

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

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	



If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?			Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)			1	2	3	4	5	6	7	8	9
Majority Race of Ownership											
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans							
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:											



- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>



A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
SUPPLIER DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	
GRADUATION FROM ED TO SD BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	
ENTERPRISE DEVELOPMENT RECIPIENT	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	

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

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation-i. i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"



Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%



- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature

Date

Commissioner of Oaths
Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

<p>Definition of “Black People”</p>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p>Definition of “Black Designated Groups”</p>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

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



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:

SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN LIGHTING INFRASTRUCTURE

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(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: Works Information
Part C4	Site Information

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:	For the Employer
Signature
Name
Capacity
On behalf of <i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness
Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>B: Priced contract with bill of quantities</p>
	<p>dispute resolution Option</p> <p>and secondary Options</p>	<p>W1: Dispute resolution procedure</p>
		<p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X4: Parent company guarantee</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1(1)	The <i>Employer</i> is:	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p>

	Address	Registered address: Transnet National Ports Authority eMendi Administration Building N2 Neptune Road Off Klub Road Port Elizabeth 6100
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority South Arm Road Cape Town Harbour Cape Town 8000
10.1(2)	The <i>Project Manager</i> is: (Name)	TBA
	Address	TBA
	Tel	TBA
	e-mail	TBA
10.1(3)	The <i>Supervisor</i> is: (Name)	TBA
	Address	TBA
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Supply, installation and commissioning of Port of Cape Town lighting infrastructure
11.2(14)	The following matters will be included in the Risk Register	Working on heights
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. " Port of Cape Town"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two (2) weeks

2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.						
3	Time							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA						
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th><i>Condition to be met</i></th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td>1 Approved Safety File</td> <td>TBA</td> </tr> <tr> <td>2 Works Permit</td> <td>TBA</td> </tr> </tbody> </table>	<i>Condition to be met</i>	<i>key date</i>	1 Approved Safety File	TBA	2 Works Permit	TBA
<i>Condition to be met</i>	<i>key date</i>							
1 Approved Safety File	TBA							
2 Works Permit	TBA							
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>TBA</td> <td>TBA</td> </tr> </tbody> </table>	Part of the Site	Date	TBA	TBA		
Part of the Site	Date							
TBA	TBA							
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.						
31.2	The <i>starting date</i> is	TBA						
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.						
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.							
4	Testing and Defects							
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the works.						
43.2	The <i>defect correction period</i> is	Two (2) weeks						
5	Payment							
50.1	The <i>assessment interval</i> is monthly on the	twenty fifth (25th) day of each successive month.						
51.1	The <i>currency of this contract</i> is the	South African Rand.						

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6 Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>The cumulative of</p> <p>Before the Completion Date for the whole of the works and</p> <p>At the place stated in the Contract Data</p> <p>The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.</p> <p>Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account</p>
	The place where weather is to be recorded (on the Site) is:	Port of Cape Town
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Contract site
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

8 Risks and insurance

80.1 These are additional *Employer's* **Nothing** risks

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against: **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the insurance policy for Contract Works / Public Liability**

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

2 Insurance against: **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

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

3 Insurance against: **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

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

4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily 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 R10 000 000.**
- 5 The insurance coverage referred to in 1, 2, 3 and 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

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

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

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person selected by Both parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by SAIEE, a Joint Division of the Institution of Electrical Engineers and the South African Institution of Electrical Engineers (see www. saiee.org.za)
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a)	The <i>base date</i> for indices is	February 2024.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.30	Labour (People)	The SEIFSA Labour Indices: Table C-3
		0.15	Plant (Equipment)	The "Plant and Equipment" index in P-2 (Mining and construction plant and equipment price index) of the SEIFSA latest table of indices
		0.12	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the SEIFSA table G-3
		0.42	Material (Electrical)	The Electrical motor indices SEIFSA table J4 and ruling price of electrical cable manufacturing material table N.

	0.01	Fuel	The SEIFSA petroleum product index table L-2
	1.00		
	0.15	Non-adjustable	

X2 Changes in the law No additional data is required for this Option

X4 Parent company guarantee No additional data is required for this Option

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are **R 10 000.00 per day**

X13 Performance bond

X13.1 The amount of the performance bond is **5% of the total of the Prices**

X16 Retention

X16.1 The retention free amount is **Nil**

The retention percentage is **10% on all payments certified.**

X18 Limitation of liability

-
- X18.1 The *Contractor's* liability to the **The actual loss of the *Employer***
Employer for indirect or
consequential loss is limited to:
- X18.2 For any one event, the **The cost of correcting the Defect**
Contractor's liability to the
Employer for loss of or damage
to the *Employer's* property is
limited to:
- X18.3 The *Contractor's* liability for **The Total of the Prices**
Defects due to his design which
are not listed on the Defects
Certificate is limited to:
- X18.4 The *Contractor's* total liability to **Five (5) years after Completion of the whole**
the *Employer* for all matters
arising under or in connection
with this contract, other than
excluded matters, is limited to: **of the *works***
- X18.5 The *end of liability date* is

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

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)**

Z6.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z6.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z7	Right Reserved by the Employer to Conduct Vetting through SSA	
Z7.1		The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:
		1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
		2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
		3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z8	Additional Clause Relating to Collusion in the Construction Industry	
Z8.1		The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z9 Protection of Personal
Information Act

Z9.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-04 (Management and CVs of key persons).
11.2(14)	The following matters will be included in the Risk Register	T2.2-13
31.1	The programme identified in the Contract Data is	T2.2-03
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	C2.2
11.2(31)	The tendered total of the Prices is	<p>..... (in figures)</p> <p>.....</p> <p>.....</p> <p>(in words), excluding VAT</p>

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>	42

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 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*.

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 ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum ¹	provisional sum
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.

¹ 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.

2.3. 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*

NOTE: C2.2 bills should be priced with the guidance of the associated drawings provided with the tendering documents. This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e., the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff where specified etc. The Schedule shall be priced to provide the complete Works.

Item	Refer To	Description	Unit	Qty	Rate	Amount
		<u>SECTION NO. 1: PRELIMINARIES</u>				
	SANS 1200A	<u>BILL NO.1: PRELIMINARIES & GENERAL</u>				
		Tenderers are referred to the SANS Payment reference documents for the full intent and meaning of each clause thereof, which are herein after referred to by clause number and heading only				
		<u>FIXED CHARGE ITEMS</u>				
		Contractual requirements				
1.		Permits and Site Access	Sum	1		R
2.		Establishment of Facilities on the Site	Sum	1		R
3.		Supply and install electrical connection on site camp	Sum	1		R
4.		Supply and install a water connection to site camp	Sum	1		R
5.		Removal of site establishment.	Sum	1		R
6.		Rehabilitation of site	Sum	1		R
7.		Compilation and provision to the Employer of all as-built documentation and any other associated contract documentation, including but not limited to hard copy as built drawings, operations and maintenance where applicable	Sum	1		R

Item	Refer To	Description	Unit	Qty	Rate	Amount
8.		Software and license where applicable for all relevant equipment, including programming and copies to the employer	Sum	1		R
9.		All other Contractual and legal requirements including safety, insurances, compensations.	Sum	1		R
10.		Provision of performance bond	Sum	1		R
11.		Cost for compliance to construction regulation	Item	1		R
12.		Cost for compliance to Health and Safety regulation	Item	1		R
13.		Cost for compliance to Environmental Management Plan	Item	1		R
14.		Cost for compliance to Quality Management Plan	Item	1		R
15.		Main name and notice board	Sum	1		R
16.		Tools and Equipment	Sum	1		R
		<u>TIME RELATED ITEMS</u>				
17.		Company and head office overhead costs for duration of construction.	Months	18		R
18.		Supervision for the duration of the project.	Months	18		R
19.		On site staff	Months	18		R
20.		Accommodation	Months	18		R
21.		Machinery hire, purchase costs, transport costs to and from site.	Months	18		R



Item	Refer To	Description	Unit	Qty	Rate	Amount
22.		Lockable site office for the use of Employer's staff (minimum size 3m x 5m) including the following services: Daily cleaning, 230V AC power, telecommunication facilities, office furniture (minimum 4 x workstations), printing, copying and computer facilities, IT infrastructure, document - binding, storing and laminating facilities. Item includes the provision of a local based Document Controller administrative on site	Months	18		R
23.		Ablution and latrine facilities	Months	18		R
24.		Provision of water, electricity & communication	Months	18		R
25.		Tools and Equipment	Sum	1		R
26.		On site security to protect the contractor's assets	Months	18		R
27.		Plant	month	18		R
Summary Carried Out to Section Summary						R



Item No.	Refer to	Description	Unit	Quantity	Rate	Amount
	SANS 1200B	<p><u>SECTION NO. 2: CIVIL WORKS</u></p> <p><u>BILL NO.1: ALTERATION</u></p> <p><u>PREAMBLES</u></p> <p>For preambles refer to "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Demolitions and Works on Site</p> <p>The Contractor will be held solely responsible for any damage to persons and property and for the safety of the structures and must make good at his expense any damage that may occur</p> <p>Old materials to become property of the contractor</p> <p>Old materials from alterations except where described to be re-used or handed over, become the property of the contractor</p> <p>Old materials to be carted away</p> <p>Old materials from alterations except where described as re-used or handed over, as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p>Old materials to be re-used</p> <p>None of the old materials are to be used for new work except where specifically described as being set aside for re-use.</p>				



	<p>Handing over of materials</p> <p>General</p> <p>The contractor shall carry out the whole works with as little mess and noise as possible and with a minimum of disturbance to the occupants of the building. The contractor shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Client's Project Manager</p> <p><u>PROTECTION, REMOVAL AND REALIGNMENT OF EXISTING SERVICES:</u></p>				
1.	Underground power cables	m	242		R
2.	Temporary protection of other services	sum	1		R
3.	Permanent protection of existing services by concrete encasement	sum	1		R
4.	Removal of existing high mast light including bases	no.	3		R
5.	Removal of existing light pole bases	no.	41		R
6.	Uplift track rail	m	30		R
	<p><u>BREAKING UP EXISTING PAVEMENTS</u></p>				
7.	Cutting of bituminous surfacing (60mm depth)	m2	50		R
8.	Cutting of concrete surfacing (375mm depth)	m2	154		R
9.	Removal and stockpiling of block paving	m2	50		R
10.	Removal of cemented material	m3	76		R
11.	Removal of non-cemented material	m3	178		R
Summary Carried Out to Section Summary					R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
	SANS 1200D	<p><u>BILL NO. 2: EARTHWORKS</u></p> <p><u>PREAMBLES</u> The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender, the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p> <p><u>General</u> <u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stockpiles situated on the building site</p> <p><u>Site clearance</u></p>				
1.		Clear and grubs	m2	915		R
2.		Remove topsoil to depth of 150mm	m3	122		R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
3.		Remove and dispose of grubs to designated location within 30km radius <u>EXCAVATION</u> <u>Bulk excavation in earth not exceeding 2m deep</u> <u>Excavate in all materials</u>	no.	4		R
4.		Pipe trenches up to 1m depth	m3	616		R
5.		Light pole/manhole foundations up to 1.0m depth	m3	186		R
6.		Mast foundations up to 1.5m depth <u>Extra over for:</u>	m3	221		R
7.		Intermediate materials	m3	110		R
8.		Hard materials	m3	55		R
9.		Extra excavation in all materials to provide working space around structures	m3	50		R
10.		Pilot holes	m3	8		R
11.		Surface rehabilitation <u>Laboratory tests</u>	m3	8		R
12.		DCP tests <u>EXISTING SERVICES</u>	no	4		R
13.		The use or hire of specialist equipment for detection	sum	1		R
14.		Excavate by hand in soft material to expose electrical cables	m3	235		R



15.	Dismantling and Re-erection of high mast lights	sum	1		R
	<u>EARTHWORKS</u>				
16.	Imported river sand or 3mm screened soil bedding material	m3	100		R
17.	Backfilling with excavated material (no rubble or stone to be allowed in trench)	m3	584		R
18.	Disposal of surplus material on designated location within 30 kms radius	m3	100		R
	<u>Placing and compacting the material in 200mm thickness lifts</u>				
19.	Compacting to 90% Mod AASHTO	m3	584		R
20.	Compacting to 93% Mod AASHTO	m3	100		R
	<u>Keeping excavations free of water</u>				
21.	Keeping excavations free of all water other than subterranean water	item	6		R
22.	Cost of Survey in Terms of the Land Survey Act	sum	1		R
Summary Carried Out to Section Summary					R



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
	SANS 1200 GA	<p><u>BILL NO. 3: CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Cost of tests</p> <p>The costs of making, storing, and testing of concrete test cubes as required under clause 7 'Tests' of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Engineer (Test cubes are measured separately)</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., have been measured provisionally and will only be paid for where it is specifically prescribed by the Project Manager for design reasons. Formwork necessitated by irregularity or collapse of excavated</p>				



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
		faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks				
		<u>UNREINFORCED CONCRETE</u>				
		<u>15MPa/19mm concrete</u>				
1.		Concrete grade 15	m3	10		R
		<u>REINFORCED CONCRETE</u>				
		<u>30MPa/19mm concrete</u>				
2.		Concrete grade 30 (manholes)	m3	20		R
3.		Concrete for poles	m3	80		R
4.		Concrete for high masts	m3	56		R
		<u>REINFORCEMENT (CPAP WORK GROUP NO. 114)</u>				
		<u>High tensile steel reinforcement to structural concrete work</u>				
5.		Concrete reinforcement: 12mm diameter high yield steel	ton	24		R
		<u>BOLTS</u>				
6.		New M16 bolts to high masts	no	72		R
		<u>BASE PLATES</u>				
7.		Weld new base plate	no	9		R
Summary Carried Out to Section Summary					R	



Item No.	Refer to	Description	Unit	Quantity	Rate	Amount
		<p><u>BILL NO. 4: MASONRY</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Model Preambles for trades (2008 Edition)" and applicable Supplementary Preambles as specified in the Trades. The said Model and Supplementary Preambles apply to all work described in this document. Tenderers are therefore referred to these documents for the full meaning and intention of all descriptions and no claims of any kind whatsoever will be entertained in this regard.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Sizes in descriptions:</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.</p> <p><u>Brickwork</u></p> <p><u>Manhole</u></p>				
1.		Brickwork (up 345mm thick)	m2	55		R
		Summary Carried Out to Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
	1200C	<u>BILL NO. 5: EXTERNAL WORKS</u>				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>ROADWORKS</u>				
1.		Reinstatement and maintenance of roads.	sum	1		R
2.		Final grading	m2	800		R
3.		Topsoiling	m2	800		R
		<u>SERVICE DUCTS</u>				
4.		160dia UPVC Pipes	m	560		R
5.		110dia UPVC Pipes	m	160		R
6.		Cable Markers	no	50		R
7.		Testing materials and workmanships	sum	1		R
		<u>ACCOMODATION OF TRAFFIC</u>				
8.		Flagmen	months	12		R
9.		Movable barricade	sum	1		R
10.		Delineators / traffic cones	sum	1		R
Summary Carried Out to Section Summary						R



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
		<p><u>SECTION 3: ELECTRICAL WORKS</u></p> <p><u>NOTES:</u></p> <p>Existing Hight Mast Poles Drawings to reference for pole specifications:</p> <p>R1-3016 sht1- HML General Arrangement</p> <p>R1-3016 sht 2 - HML Door Design</p> <p>R1-3016 sht 3 - HML Mast Internals</p> <p>R1-3016 sht 4 - HML Capping Unit Details</p> <p>R1-3016 sht 5 - HML Capping Unit Components</p> <p>R1-3016 sht 6 - HML Ring Details</p> <p>R1-3016 sht 7 - HML Foundation Details</p> <p>NB: Reference drawing XCTE0025-E-LA-0001-01 for Distribution Board for High Mast Light Poles</p> <p><u>BILL NO.1: A-BERTH</u></p> <p><i>Drawing reference: XCTE0025-E-LA-0001-01</i></p> <p><u>Lighting</u></p> <p>Allowance for removal of existing luminaires in existing high masts and transport to TNPA electrical maintenance depot.</p> <p><u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u></p>				
1.	SANS 10225		no	75		R
2.		Supply and install new high mast poles with all operating mechanism, including mounting ring as per specification.	no	2		R



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
3.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	80		R
		<u>Distribution Boards</u>				
4.		Allowance for removal of existing external high mast distribution box, including all switchgear and associated cabling, and transport to TNPA electrical maintenance depot.	no	6		R
6.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	8		R
		<u>Cabling</u>				
7.		Multicore trailing cable	m	560		R
8.		16mm ² 4 core ECC cable	m	500		R
		<u>TESTING AND COMMISSIONING</u>				
9.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
Summary Carried Out to Section Summary					R	



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
		BILL NO.2: K+L BERTH Drawing reference: XCTE0025-E-LA-0002-01				
	SANS 10225	Lighting				
1.		Allowance to uninstall all existing luminaires from the existing high masts in the area	no	90		R
		Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories				
2.		Supply and install new high mast poles with all operating mechanism, including mounting ring as per specification.	no	1		R
3.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	70		R
		Distribution Boards				
4.		Allowance for removal of existing external high mast distribution box including all redundant switchgear and transportation to TNPA electrical maintenance depot.	no	6		R
5.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	7		R
		Cabling				
6.		Multicore trailing cable	m	500		R
7.		16mm ² 4 core ECC cable	m	120		R



Item No.	Refer To	Description	Unit	Qty	Rate	Amount
8.		<p><u>EARTHING AND LIGHTNING PROTECTION</u></p> <p>Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.</p>	sum	1		R
9.		<p>Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast.</p>	sum	1		R
10.		<p><u>TESTING AND COMMISSIONING</u></p> <p>Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates</p>	sum	1		R
		Summary Carried Out to Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.3: DUNCAN ROAD</u>				
		Drawing reference: <i>XCTE0025-E-LA-0003-01</i> <i>XCTE0025-E-LA-0004-01</i> <i>XCTE0025-E-LA-0005-01</i> <i>XCTE0025-E-LA-0006-01</i> <i>XCTE0025-E-LA-0007-01</i>				
		<u>Refurbishment</u>				
1.		Make allowance Refurbish kiosk for streetlights; <u>Kiosk Specification:</u> Back-to-back door Polycarb enclosure L/W/H (0.7m x 0.4m x 1m); 1 x 100A 3 pole circuit breakers; 1 x 63A 2 pole earth leakage circuit breaker; 2 x 32A 4 pole contactors; 6 x 32A 1 pole circuit breaker; 13 x 20A 1 pole circuit breaker; 2 x 6A 1 pole circuit breaker; 1 x 16A photocell; 1 x 220V maintenance plug socket.	Prov. Sum	1	R500 000.00	R500 000.00
		<u>Lighting</u>				
2.		Allowance for removal of existing light fittings from the existing high masts	no	117		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
3.		Supply, deliver, offload, and install 12m GRP streetlight poles.	no	54		R
4.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	194		R
5.		Equal or similar approved to Beka LEDLume Maxi 128 LED, 135W, 5248 Optic with bottom entry spigot and integrated photocell with NEMA 7-Pin socket	no	70		R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
6.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	125		R
		<u>Street lighting</u>				
7.		Allowance to uninstall all existing luminaires from the existing street lighting along Duncan Road and transport to TNPA electrical maintenance depot	no	54		R
8.		Supply, deliver, offload, and install 12m GRP streetlight poles.	no	54		R
		<u>Distribution Boards</u>				
10.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification.	no	3		R
		<u>Cabling</u>				
10.		Multicore trailing cable	m	840		R
11.		2.5mm ² 2 core ECC cable	m	250		R
12.		6mm ² 4 core ECC cable	m	100		R
13.		16mm ² 4 core ECC cable	m	200		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
14.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
15.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
17.		<p><u>TESTING AND COMMISSIONING</u></p> <p>Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates</p>	sum	1		R
		Summary Carried Out to Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.4: BERRIO + OCEAN ROAD</u>				
		Drawing reference: XCTE0025-E-LA-011-01				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from the existing light poles and transport to TNPA electrical maintenance depot.	no	18		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
2.		Supply and Install 9m mast streetlight	no	1		R
3.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	19		R
		<u>Cabling</u>				
4.		2.5mm ² 2 core ECC cable	m	100		R
5.		6mm ² 4 core ECC cable	m	120		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
6.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
7.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R
8.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
Summary Carried Out to Section Summary					R	



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.5: RAIL YARD AND ACCESS ROAD</u>				
		<i>Drawing reference: XCTE0025-E-LA-0015-01</i>				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from existing high masts in the area.	no	45		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
2.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	30		R
		<u>Cabling</u>				
3.		Multicore trailing cable	m	1050		R
4.		2.5mm ² 2 core ECC cable	m	450		R
5.		10mm ² 4 core ECC cable	m	300		R
6.		16mm ² 4 core ECC cable	m	600		R
		<u>Distribution Boards</u>				
7.		Allowance for removal of existing external high mast distribution box and transport to TNPA electrical maintenance depot.	no	7		R
8.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	7		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
9.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
10.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R
		<u>TESTING AND COMMISSIONING</u>				
11.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
		Summary Carried Out to Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.6: RAIL YARD</u>				
	SANS 10225	Drawing reference: <i>XCTE0025-E-LA-009-01</i> <i>XCTE0025-E-LA-009-02</i> <i>XCTE0025-E-LA-0010-01</i> <i>XCTE0025-E-LA-0010-02</i> <i>XCTE0025-E-LA-0017-01</i>				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from existing high masts in the area.	no	99		R
2.		Allowance shall be made for bracket to accommodate an additional light fitting in the ring, this shall include all the accessories associated with. Incl. but not limited to bracket, splitter box etc.	sum	1		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
3.		Supply and install new complete high mast poles with all operating mechanisms, including mounting ring as per specification.	no	4		R
4.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	160		R
5.		Equal or similar approved to Beka LED lume MIDI 48 LED, 104W, 5248 Optic, with bottom entry spigot, integrate photocell and NEMA 7- Pin socket.	no	90		R
		<u>Cabling</u>				
6.		Multicore trailing cable	m	1050		R
7.		2.5mm ² 2 core ECC cable	m	450		R
8.		10mm ² 4 core ECC cable	m	300		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
9.		16mm ² 4 core ECC cable	m	600		R
		<u>Distribution Boards</u>				
10.		Allowance for removal of existing external high mast distribution box and transport to TNPA electrical maintenance depot.	no	15		R
11.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	15		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
12.		Design, Supply, and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
13.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R
		<u>TESTING AND COMMISSIONING</u>				
14.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
		Summary Carried Out to Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.7: MARINE DRIVE</u> <i>Drawing reference: XCTE0025-E-LA-0008-01</i> <u>Lighting</u>				
1.		Allowance for removal of existing light fittings	no	27		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
2.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	70		R
3.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	40		R
		<u>Distribution Boards</u>				
4.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	3		R
		<u>Cabling</u>				
5.		Multicore trailing cable	m	210		R
6.		2.5mm ² 2 core ECC cable	m	50		R
7.		6mm ² 4 core ECC cable	m	50		R
8.		35mm ² 4 core ECC cable	m	10		R
9.		70mm ² 4 core ECC cable	m	10		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
10.		Design, Supply, and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
11.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R
		<u>TESTING AND COMMISSIONING</u>				
12.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
		Summary Carried Out To Section Summary				R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.8: QUAY 700s</u> <i>Drawing reference: XCTE0025-E-LA-0014-01</i> <u>Lighting</u>				
1.		Allowance to uninstall all existing luminaries from the existing light poles and transport to TNPA electrical maintenance depot.	no	34		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
2.		Supply, deliver and install fibre glass poles at Quay 704 including mounting plate.	no	2		R
3.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	34		R
		<u>Distribution Boards</u>				
4.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	3		R
		<u>Cabling</u>				
5.		2.5mm ² 2 core ECC cable	m	100		R
6.		6mm ² 4 core ECC cable	m	600		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
7.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
8.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast.	sum	1		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
9.		<u>TESTING AND COMMISSIONING</u> Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
Summary Carried Out To Section Summary						R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.9: TANKER BASIN</u> <i>Drawing reference: XCTE0025-E-LA-0012-01 XCTE0025-E-LA-0012-02</i>				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from the existing high masts in the area.	no	72		R
2.		Allowance to uninstall all existing luminaires from the existing light poles and transport to TNPA electrical maintenance depot.	no	46		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories, spigots etc.</u>				
3.		Supply, deliver, offload, and install 6m fibre glass poles.	no	8		R
4.		Supply, deliver, offload, and Install 12m GRP poles	no	8		R
5.		supply deliver offload, install and paint 15m galvanized steel mast.	no	1		R
6.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	40		R
7.		Equal or similar approved to Beka LEDLume Maxi 128 LED, 135W, 5248 Optic with bottom entry spigot and integrated photocell with NEMA 7-Pin socket	no	10		R
8.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	47		R
9.		Equal or similar approved to Nordland HA1 LED EX-Proof Pendant Light, 40W with lumen output of 5117	no	24		R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
10.		Equal or similar approved to Beka LEDFlood MIDI 80 LED, 122W with 5121 optic and incorporated 7 pin NEMA socket.	no.	3		R
		<u>Distribution Boards</u>				
11.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification within the high mast pole	no	4		R
		<u>Cabling</u>				
12.		Multicore trailing cable	m	280		R
13.		2.5mm ² 2 core ECC cable	m	250		R
14.		6mm ² 4 core ECC cable	m	50		R
15.		10mm ² 4 core ECC cable	m	300		R
16.		16mm ² 4 core ECC cable	m	100		R
		<u>Cable Management</u>				
17.		100mm 316 stainless steel cable ladder	m	40		R
18.		25mm stainless steel conduit with suitable fasteners	m	420		R
		<u>Accessories</u>				
19.		Junction box	no	47		R
20.		Zone 1 Rated Junction Box	no	24		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
21.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down	sum	1		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
22.		conductors, conduits for running down conductors, bonding bar, and other accessories. <u>TESTING AND COMMISSIONING</u> Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
Summary Carried Out To Section Summary					R	



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.10: EASTERN MOLE</u>				
		<i>Drawing reference: XCTE0025-E-LA-0013-01 XCTE0025-E-LA-0013-02</i>				
		<u>Refurbishment</u>				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from the existing high masts in the area.	no	72		R
2.		Allowance to uninstall all existing luminaires from the existing light poles and transport to TNPA electrical maintenance depot.	no	31		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories, spigots etc.</u>				
3.		Supply deliver offload, and install 6m GRP street light poles	no	5		R
4.		Supply deliver offload, install and paint 15m galvanized steel mast.	no	1		R
5.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	40		R
6.		Equal or similar approved to Beka LEDLume MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, intergrated photocell and NEMA 7-pin socket	no	35		R
7.		Equal or similar approved to Nordland HA1 LED EX-Proof Pendant Light, 40W with lumen output of 5117	no	25		R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
8.		Equal or similar approved to Beka LED Flood MIDI 80 LED, 122W with 5121 optic and incorporated 7 pin NEMA socket	no	3		R
9.		Multicore trailing cable	m	280		R
10.		2.5mm ² 2 core ECC cable	m	250		R
11.		6mm ² 4 core ECC cable	m	250		R
12.		16mm ² 4 core ECC cable	m	220		R
		<u>Cable Management</u>				
13.		25mm stainless steel conduit with suitable fasteners	m	360		R
		<u>Accessories</u>				
14.		Junction box	no	35		R
15.		Zone 1 Rated Junction Box	no	25		R
		<u>Distribution Boards</u>				
16.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	4		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
17.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
18.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
19.		<u>TESTING AND COMMISSIONING</u> Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
		Summary Carried Out To Section Summary				R

Item No.	Refer to	Description	Unit	Qty	Rate	Amount	
		<u>BILL NO.11: WILLIES WHARF</u>					
		<i>Drawing reference:</i> <i>XCTE0025-E-LA-0016-01</i>					
		<u>Lighting</u>					
1.		Allowance to uninstall all existing luminaires from the existing high masts in the area.	no	17		R	
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>					
2.		Equal or similar approved to Beka Zela 20 LED 46W with symmetrical photometry	no	17		R	
3.		Equal or similar approved to Beak Ludlum MIDI 48 LED, 104W, 5248 Optic with bottom entry spigot, integrated photocell and NEMA 7-pin socket	no	5		R	
		<u>Cabling</u>					
4.		2.5mm ² 2 core ECC cable	m	60		R	
5.		4mm ² 4 core ECC cable	m	60		R	
6.		10mm ² 4 core ECC cable	m	120		R	
		<u>TESTING AND COMMISSIONING</u>					
7.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R	
		Summary Carried Out To Section Summary				R	

Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>BILL NO.12: OTHER HIGH MASTS & LIGHTING</u>				
		<u>Lighting</u>				
1.		Allowance to uninstall all existing luminaires from the existing high masts in the area.	no	108		R
		<u>M-BERTH ACCESS</u>				
2.		Supply, deliver, offload, and install 12m GRP streetlight poles.	no	6		R
3.		Supply and install luminaires equal or similar approved to Beka LEDLUME Midi 104W, 5248 optics, with integrated photocell and a NEMA 7-pin socket	no	8		R
		<u>Rondenrijs Road</u>				
4.		Replace the arm on streetlight pole P3	no	1		R
		<u>Landing Quay</u>				
6.		Uninstall all existing luminaires from the existing 2 light poles. located at the berths at Landing Quay	no	2		R
7.		Supply and install luminaires equal or similar approved to Beka LEDLUME Midi 104W, 5248 optics, with integrated photocell and a NEMA 7-pin socket	no	2		R
		<u>South Arm Entrance Lighting</u>				
8.		Allowance shall be made for uninstall all existing luminaries from the south arm entrance & exit facility. The contractor shall ensure that the luminaries are safely transported to the TNPA electrical maintenance depot	sum	1		R
9.		Supply deliver, offload, and install luminaires equal or similar approved to Beka LEDFLOOD Midi 104W, 5248 optics, with a NEMA 7-pin socket. These luminaires shall be mounted to the existing canopy in the same positions as the existing lights. The contractor shall ensure that all mounting and accessories are accounted for.	no	10		R



Item No.	Refer to	Description	Unit	Qty	Rate	Amount
		<u>Christiaan Barnard Entrance Lighting</u>				
10.		Allowance shall be made for uninstal all existing luminaries from the Christiaan Barnard entrance & exit facility. The contractor shall ensure that the luminaries are safely transported to the TNPA electrical maintenance depot	sum	1		R
11.		Supply deliver, offload, and install luminaires equal or similar approved to Beka LEDFLOOD Midi 104W, 5248 optics, with a NEMA 7-pin socket. These luminaires shall be mounted to the existing canopy in the same positions as the existing lights. The contractor shall ensure that all mounting and accessories are accounted for.	no	8		R
		<u>Marine Drive Entrance & Exit Lighting</u>				
12.		Allowance shall be made for uninstal all existing luminaries from the Marine entrance & exit facility. The contractor shall ensure that the luminaries are safely transported to the TNPA electrical maintenance depot	sum	1		R
13.		Supply deliver, offload, and install luminaires equal or similar approved to Beka LEDFLOOD Midi 104W, 5248 optics, with a NEMA 7-pin socket. These luminaires shall be mounted to the existing canopy in the same positions as the existing lights. The contractor shall ensure that all mounting and accessories are accounted for.	no	24		R
		<u>Supply and install Luminaires including all connections, etc., mounted in position including all terminations, aiming and accessories</u>				
14.		Equal or similar approved to Beka OMNIBlast 1-E, 455W, 5188 Optic, 59000 lumen with a 7 pin NEMA socket	no	120		R
15.		Design, Supply and install high mast distribution board including all switchgear, mounting accessories, plugs, glands, wiring, labelling etc. as per specification	no	12		R



		<u>Cabling</u>				
16.		Multicore trailing cable	m	840		R
17.		16mm ² 4 core ECC cable	m	120		R
18.		25mm ² 4 core ECC cable	m	40		R
		35mm ² 4 core ECC cable	m	40		R
		<u>EARTHING AND LIGHTNING PROTECTION</u>				
19.		Design, Supply and installation of the earthing and lightning protection system in the new high mast, including down conductors, conduits for running down conductors, bonding bar, and other accessories.	sum	1		R
20.		Design, Supply and install hot dip galvanized finials and bonding of the high mast to ground in all existing high mast	sum	1		R
		<u>VERIFICATION OF ALL HIGH MASTS</u>				
21.		Verification of all (68) high masts operation and functionality with the highest standard of safety and ensure reliability prior to modification to take place.	sum	1		R
		<u>TESTING AND COMMISSIONING</u>				
22.		Testing and Commissioning of complete installation in accordance with SANS 10142-1 including the issue of COC certificates	sum	1		R
		Summary Carried Out to Section Summary				R



Item	Refer to	Description	Unit	Qty	Rate	Amount
1.		<p><u>BILL NO.13: STRUCTURAL DESIGN OF LIGHTING POLE FOUNDATION</u></p> <p><i>Drawing reference:</i> XCTE0025-C-LA-0017-01 R1-3016 sht 7</p> <p>Complete design of foundations for: High Mast Pole <i>(Must comply with specifications in C3.1 and Annexure C,D & E)</i></p>	sum	1		R
		Summary Carried Out to Section Summary				R



Item	Refer to	Description	Unit	Qty	Rate	Amount
1.		<u>BILL NO.14: GENERAL</u> Testing of hight mast cables	sum	1		R
2.		<u>Earthing and Lightning Protection</u> Design, Supply and install earthing and lightning protection for the entire installation	sum	1		R
3.		<u>Refurbishment</u> Refurbishment of all perimeter pole access plates	no	196		R
Summary Carried Out to Section Summary						R



SECTION NUMBER	FINAL SUMMARY	AMOUNT
1	PRELIMINARIES & GENERAL	R
2	CIVIL WORKS	R
3.	ELECTRICAL WORKS	R
FINAL SUMMARY TOTAL (excluding VAT) carried to Form of Offer		R

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	70
Annexure A	Electrical Engineering Works & Design Specification	23
Annexure B	Civil Engineering Works & Design Specification	28
Annexure C	Structural Engineering Works Information	30
Annexure D	TPD-010A-HIGHMASTSPEC-A rev00	22
Annexure E	TPD-010B-HIGHMASTSPEC-B rev00	22
Annexure F	TNPA Health and Safety Specification for Port Lighting & Infrastructure Upgrade	144
Annexure G	TNPA Baseline Risk Assessment for Port Lighting & Infrastructure Upgrade	20
Annexure H	TNPA Environmental Social Governance Report for Port Lighting & Infrastructure Upgrade	26
Annexure I	Transnet Quality Standard-TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers	15
Total number of pages		401



C3.1 EMPLOYER’S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK 1

SECTION 1 4

1 Description of the *works*..... 4

1.1 Executive overview 4

1.2 *Employer’s objectives* 5

1.3 Interpretation and terminology 5

2 Engineering and the *Contractor’s design* 7

2.1 *Employer’s design* 7

2.2 Parts of the *works* which the *Contractor* is to design..... 11

2.3 Procedure for submission and acceptance of *Contractor’s design* 12

2.4 Review and Acceptance of *Contractor* Documentation 15

2.5 *Contractor’s Design Development & Construction Implementation Key Personnel* 15

2.6 Use of *Contractor’s design* 15

2.7 Equipment required to be included in the *works* 16

2.8 As-built drawings, operating manuals and maintenance schedules..... 16

3 Construction 17

3.1 Temporary *works*, Site services & construction constraints 17

3.2 Completion, testing, commissioning and correction of Defects 31

4 Plant and Materials Standards and Workmanship..... 36

4.1 Building works 36

4.2 Civil Engineering and Structural Works..... 38

4.3 Electrical & mechanical engineering works 40

5 List Of Drawings 41

5.1 Drawings issued by the *Employer* 41

SECTION 2..... 45

6 Management and start up 45

6.1 Management meetings 45

6.2 Documentation Control 46

6.3 Safety risk management 46



6.4 Environmental constraints and management 58

6.5 Quality assurance requirements 60

6.6 Programming constraints 64

6.7 Contractor’s management, supervision and key people 66

6.8 Training workshops and technology transfer..... 67

6.9 Insurance provided by the Employer 67

6.10 Contract change management 67

6.11 Provision of bonds and guarantees 67

6.12 The *Contractor’s* Invoices 68

6.13 People 69

6.14 Plant and Materials 70

SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform involve Electrical, Civil and Structural Engineering *Works* for the Port Lighting and Infrastructure Upgrade in the Port of Cape Town.

The scope of *Works* includes but is not limited to the following:

- The supply, delivery, installation, and commissioning of all the associated works for the lighting upgrade. This is including *Works* for the street, perimeter, quay/berthing and high mast lighting.
- Design, supply and installation of lightning protection and earthing of the structures.
- The Supply delivery and Installation of cabling and terminations, to power the lighting and associated infrastructure.
- The transportation of all removed electrical infrastructure to the Transnet National Ports Authority electrical depot or to a safe disposal site as directed
- Site clearance and earthworks.
- Design and construction of foundations.
- Illumination study post completion of lighting upgrade *Works*.
- Commissioning and testing of the entire installation and hand over to the Employer.

The critical aspects of the lighting upgrade installations are to ensure illuminance, uniformity and glare are maintained at safe levels within the areas that the lighting installations service as guided by SANS10389-1&2 and OHS Act-Environmental regulations. Supporting infrastructure including low voltage kiosks and cables should comply with SANS10142-1. Steel high mast light poles shall comply with Transnet High Mast specifications.



Figure 1: Port of Cape Town Area Overview

1.2 **Employer's objectives**

The *Employer's* objectives are to acquire the services of a suitably qualified and resourced Multidisciplinary Engineering Contractor to produce some structural detailed design aspects (Concrete bases for 30m Light Masts) of the project and to undertake project execution work and all engineering related activities, procure all material and equipment and execute all the works associated with the construction of Port Lighting and Infrastructure Upgrade project in the Port of Cape Town. The *Works* must be in accordance with Employers designs requirements.

1.3 **Interpretation and terminology**

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CIRP	Contractor's Industrial Relations Practitioner
CR	Construction Regulation
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer

CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
ECSA	Engineering Council of South Africa
EO	Environmental Officer
EPC	Energy Performance Certificate
HAZ	Hazardous Area Zone
HAZOP	Hazard and Operability Study
HML	High Mast Light
HPS	High Pressure Sodium
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IB	Inspection Body
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
LED	Light Emitting Diode
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager

PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SANAS	South African National Accreditation System
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

The Employer avails all drawings and specifications developed in the Detailed Design as follows:

2.1.1 Electrical Design

a) The Employer's design for the works is described in the following drawings:

Table 1. Employer's Electrical Design Drawings

<u>Drawing Number</u>	<u>Drawing Title</u>	<u>Revision</u>
XCTE0025-E-LA-0001-01	A-Berth - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0002-01	K and L-Berth - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0003-01	Duncan Road 1 - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0004-01	Duncan Road 2 - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0005-01	Duncan Road 3 and M-Berth - Lighting Layout and Aiming Angles	0A

XCTE0025-E-LA-0006-01	Duncan Road 4 - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0007-01	Duncan Road 5 - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0008-01	Marine Drive and Interior Roads - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0009-01	Rail Marshalling Yard 1 - Lighting Layout and Aiming Angles (Sheet 1)	0A
XCTE0025-E-LA-0009-02	Rail Marshalling Yard 1 - Lighting Layout and Aiming Angles (Sheet 2)	0A
XCTE0025-E-LA-0010-01	Rail Marshalling Yard 2 - Lighting Layout and Aiming Angles (Sheet 1)	0A
XCTE0025-E-LA-0010-02	Rail Marshalling Yard 2 - Lighting Layout and Aiming Angles (Sheet 2)	0A
XCTE0025-E-LA-0011-01	Berrio, Ocean and Vanguaard Roads - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0012-01	Tanker Basin - Lighting Layout and Aiming Angles (Sheet 1)	0A
XCTE0025-E-LA-0012-02	Tanker Basin - Lighting Layout and Aiming Angles (Sheet 2)	0A
XCTE0025-E-LA-0013-01	Eastern Mole - Lighting Layout and Aiming Angles (Sheet 1)	0A
XCTE0025-E-LA-0013-02	Eastern Mole - Lighting Layout and Aiming Angles (Sheet 2)	0A
XCTE0025-E-LA-0014-01	Quay 700's - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0015-01	Rail Marshalling Yard Access Road High Masts - Lighting Layout and Aiming Angles	0A
XCTE0025-E-LA-0016-01	Wilies Wharf - Lighting Layout and Aiming Angles	0A

b) The Employer's Specifications for Electrical Works is described in the following documents:

I. **ANNEXURE A:** Electrical Engineering Works & Design Specification

c) The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

2.1.2 Civil Design and Engineering

a) The Employer's Detailed Design for Civil design part of the works is described in the following drawings:

Table 2. Employer's Civil Design Drawings

<u>Drawing Number</u>	<u>Drawing Title</u>	<u>Revision</u>
XCTE0025-C-GA-001-01	Locality Plan	0A
XCTE0025-C-LA-002-01	Demolition Drawing Road Lights (Sheet 9)	0A
XCTE0025-C-LA-002-03	Demolition Drawing Road Lights (Sheet 3)	0A
XCTE0025-C-LA-002-04	Demolition Drawing Road Lights (Sheet 4)	0A
XCTE0025-C-LA-002-05	Demolition Drawing Road Lights (Sheet 5)	0A
XCTE0025-C-LA-001-01	A-Berth New High Mast Lights (Sheet 1)	0A
XCTE0025-C-LA-001-02	New Road Lighting Positions (Sheet 2)	0A
XCTE0025-C-LA-001-03	New Road Lighting Positions (Sheet 3)	0A
XCTE0025-C-LA-001-04	New Road Light Positions (Sheet 4)	0A
XCTE0025-C-LA-001-05	New Road Light Positions (Sheet 5)	0A
XCTE0025-C-LA-001-06	New Road Lighting Positions (Sheet 6)	0A
XCTE0025-C-LA-001-07	Rail Marshalling Yard High Mast Lights (Sheet 7)	0A
XCTE0025-C-LA-001-08	New Road Lighting Positions (Sheet 8)	0A
XCTE0025-C-LA-001-09	New Road Lighting Positions (Sheet 9)	0A
XCTE0025-C-LA-001-10	New Road Lighting Positions (Sheet 10)	0A
XCTE0025-C-LA-001-11	New Road Lighting Positions (Sheet 11)	0A

b) The Employer's Specifications for Civil Works is described in the following documents:

a) **ANNEXURE B:** Civil Engineering Works & Design Specification

2.1.3 Structural Design and Engineering

a) The Employer's Specifications for Structural Works is described in the following documents:

- **ANNEXURE C:** Structural Engineering Works Information
- **ANNEXURE D:** TPD-010A-HIGHMASTSPEC-A rev00
- **ANNEXURE E:** TPD-010B-HIGHMASTSPEC-B rev0
- Drawings in Table 3 below to be used as a reference for the design of High Mast Light Foundations

Table 3. Employer's Existing High Mast Design Drawings

<u>Drawing Number</u>	<u>Drawing Title</u>
R1-3016 sht 1	HML General Arrangement
R1-3016 sht 2	HML Door Design
R1-3016 sht 3	HML Mast Internals
R1-3016 sht 4	HML Capping Unit Details
R1-3016 sht 5	HML Capping Unit Components
R1-3016 sht 6	HML Ring Details
R1-3016 sht 7	HML Foundation Details

2.1.4 Health Safety and Environment

a) The Contractor shall be required to execute the works in accordance with the following health, safety, and environment specifications:

- **ANNEXURE F:** TNPA Health and Safety Specification for Port Lighting & Infrastructure Upgrade
- **ANNEXURE G:** TNPA Baseline Risk Assessment for Port Lighting & Infrastructure Upgrade
- **ANNEXURE H:** TNPA Environmental Social Governance Report for Port Lighting & Infrastructure Upgrade

Parts of the *works* which the *Contractor* is to design.

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

- a) The Contractor will undertake structural detailed design aspects (Concrete bases & Light Masts). For the following:
 1. 30m High MastHowever, Detailed designs for Electrical and Civil discipline will be issued by the employer. The contractor should execute work as per the approved drawings provided by the employer.
- b) In cases where specific duties and/or performance criteria are provided, the Contractor shall use such duties and performance criteria for tender purposes only. The final duties and performance criteria shall be the determination of the Contractor.
- c) The foundation designs should be in accordance with:
 1. **ANNEXURE C:** Structural Engineering Works Information
 2. **ANNEXURE D:** TPD-010A-HIGHMASTSPEC-A rev00
 3. **ANNEXURE E:** TPD-010B-HIGHMASTSPEC-B rev00
 4. Aligned to the existing design shown in drawings in Table 3 under point 2.1.3.
- d) The detailed Earthing and Lightning Protection design of the structures
- e) The Contractor is responsible to develop and submit to the employer the commissioning plan of the entire Port Lighting system.

The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

- a) The Contractor is responsible for the integration of the new high mast poles to the new high mast foundations.
- b) The Contractor is responsible for the integration of the existing high mast poles to the new high mast foundations.
- c) The Contractor is responsible for the integration of all new or revamped light pole foundations with the existing or new light poles to be installed.

Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design

responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

General Requirements for the *Contractor* Design Documents:

This section refers to the requirements relating to the information and drawings to be submitted by the Contractor for acceptance and/or approval by the Employer prior to purchase and manufacture of any plant or equipment.

- a) Three hard copies and soft (PDF) copy of any document for acceptance and/or approval by the Employer shall be always submitted.
- b) A register of all documents submitted for acceptance and/or approval shall be kept up to date and provided with each submission,
- c) All drawings shall be to scale and prepared according to the latest issue of SANS 10111, or equivalent.
- d) All Layout and General Arrangement drawings shall be A1.
- e) Each submission of the Contractor's documentation shall be accompanied by a Contractor's Notice stating such readiness for review.
- f) All submissions for acceptance and/or approval shall be signed by the Contractor's competent person to indicate approval from his side.
- g) The Contractor shall submit all his design documentation to the Engineers or Project Manager for review and acceptance. The Employer undertakes to review and accept the design documentation within a period of 2 (two) weeks.
- h) On receipt of the reviewed documentation, the Contractor shall make any modifications as requested or marked up and resubmit the revised documentation to the Project Manager within two weeks. Queries regarding comments or changes shall be addressed with the Project Manager prior to re-submittal.
- i) Any re-submittals, which do not include the changes or comments as indicated by the Employer, will be returned to the Contractor to be corrected. The Contractor shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document.
- j) The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted

is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

- k) The Contractor shall also provide any design package software files to the Employer, in the format specified by the Employer, if so requested, in order to review and/or verify drawings and designs.
- l) Acceptance of documentation will in no way relieve the Contractor of his responsibility for the correctness of information or conformance with his obligation to provide the works. This obligation vests solely with the Contractor

The *Contractors* Documents Required Before Site Execution

- a) The Contractor shall, no later than 2 weeks of project kick-off, submit the following execution plans for review and acceptance by the Employer:

Table 4. Contractor's Documents Required Before Site Establishment

<u>Item No</u>	<u>Description of Contractor's Document</u>
1	Procurement Plan
1.1	<ul style="list-style-type: none"> • Procurement plan showing major events such as critical OEM equipment and any other long lead items. The plan shall show for each event the following: <ul style="list-style-type: none"> ○ Date of Order Placement, ○ Fabrication schedule identifying all critical factory acceptance tests (FAT's) and QCP inspection dates where applicable, and ○ Site delivery schedules showing date of arrival on site
2	Fabrication Quality Data Pack
2.1	<ul style="list-style-type: none"> • Fabrication quality files for fabricated item including: <ul style="list-style-type: none"> ○ Light Masts
2.2	<ul style="list-style-type: none"> • Each fabrication quality data pack shall include: <ul style="list-style-type: none"> ○ Fabrication Methodology ○ Quality Policy ○ Fabrication Procedures ○ Welding procedure qualifications ○ Welder's qualifications
3	Construction Method Statement

<u>Item No</u>	<u>Description of Contractor's Document</u>
3.1	<ul style="list-style-type: none"> • Construction method statement detailing and including the following: <ul style="list-style-type: none"> ○ Site layout and traffic control ○ Material handling and control ○ Construction schedule on an approved scheduling software (Microsoft Projects or Primavera) ○ Concrete demolition method statement if applicable
3.2	<ul style="list-style-type: none"> • As an appendix to the method statement a construction quality pack shall be provided that includes: <ul style="list-style-type: none"> ○ Construction Quality Plan ○ Quality Policy ○ Work Procedures addressing construction method statement ○ Welding procedure qualifications ○ Welder's qualifications ○ Non-Destructive Testing Procedures and Tools complete with calibration certificates ○ Quality control plans (QCP's) identifying hold (H), witness (W), review (R) and surveillance (S) points. ○ Non-Conformance Procedures ○ Concrete Testing Procedures.
3	Construction Safety File
3.1	<ul style="list-style-type: none"> • Complete Construction Safety File in accordance with the requirements of the health and safety Specifications and any additional requirements advised by the Employer's safety Agent.
4	Environmental Management File
4.1	<ul style="list-style-type: none"> • Complete Environmental Management File in accordance with the requirements of the Transnet Environmental Governance Framework and any additional requirements advised by the Employer's Environmental Manager/ Specialist.
5	Commissioning Plans
5.1	<ul style="list-style-type: none"> • Commissioning management plans that conform to Section 3 of the General Standards Specifications: Training, Testing and commissioning. Contractor's

<u>Item No</u>	<u>Description of Contractor's Document</u>
	attention is especially drawn to the requirement for a 30-day commissioning period stipulated in section 3.5.

Review and Acceptance of *Contractor* Documentation

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

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

***Contractor's* Design Development & Construction Implementation Key**

Personnel

- a) The Contractor shall provide a fully resourced design development team to ensure successful implementation of the project. As a minimum, the team shall include the following key resources:

Table 5. Main Contractor's Design Development Key Resources

Resource	Minimum Qualification
Project Manager (Pr.CPM)	SACPCMP Registered
Construction Manager	SACPCMP Registered
Electrical Engineer (Pr. Eng) /Pr.Tech	ECSA Registered
Civil Or Structural Engineer (Pr.Eng) /Pr.Tech	ECSA Registered
Project Planner	Primavera / Microsoft Projects Competent

Use of *Contractor's* design

The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* [listed in Section 2.2] for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* [listed in Section 2.2] with such licence being capable of transfer to any third party without the consent of the *Contractor*.

The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* designed in Section 2.2.

Equipment required to be included in the *works*

None

As-built drawings, operating manuals and maintenance schedules

The *Contractor* shall, 2 weeks prior to the 30-day commissioning period, and prior to beneficial handover of the system furnish the Employer with the following documentation (in PDF, Hard Copy and DWG formats) for review and acceptance and / or approval:

Table 6. Contractor's Required Documentation Before Hand Over

<u>Item No</u>	<u>Description of Contractor's Document</u>
1	As Built Documentation
1.1	High Mast Base Specification
1.2	High Mast Lighting Specification
1.3	High Mast Distribution Board Specification
1.4	Streetlighting Specification
1.5	Perimeter Lighting Specification
1.6	Quay & Berthing Lighting Specification
1.7	New Cable Way / Conduit Underground Service Drawings
1.8	General Layout for the Lighting in the Port
2	Operation and Maintenance Manuals
2.1	High Mast Lighting Operation and Maintenance Manual
2.2	Streetlighting Operation and Maintenance Manual
2.3	Perimeter Lighting Operation and Maintenance Manual
2.4	Quay & Berthing Lighting Operation and Maintenance Manual

3	Priced List of Spares
3.1	Lists of priced operational and critical spares, complete with supplier details and reference data, such as serial numbers, shall be submitted in both hard copy and soft, editable copy.

As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in DOC-STD-0001. All Red Line information to be signed off by the *Contractor's* responsible Professional Engineer/Technologist before issuing to TNPA.

Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard and the '*Contractor* Documentation Submittal Requirements' Standard.

3 Construction

The appointed contractor shall be required to make available a competent and adequately qualified team, equipment, tools and material to undertake the supply, delivery, installation and commissioning of all streets, perimeter, quay/berthing and high mast lighting for the TNPA Port of Cape Town.

3.1 Temporary *works*, Site services & construction constraints

3.1.1 Information to be obtained from site:

- a) The Contractor shall visit the site of the proposed works and acquaint themselves with the nature of the works, the condition under which the work is to be performed; the means of access to the site and in general, with all matters that may influence or affect the contract.
- b) The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any additional cost in connection to the position or nature of the work will be entertained.

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

- a) The Contractor is required to follow the entry requirements stipulated by TNPA and shall take out temporary security permits for all staff working within the operational harbour. The Contractor will be required to attend the designated Port Safety Inductions and must comply with the requirements of the TNPA SHE Specification before port access permits and the site is handed over for construction. All costs incurred will be borne by the Contractor.
- b) The Contractor shall make his own arrangements for the accommodation of all labour and shall comply with the requirements of the respective authorities. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and the Port Authority and arranged by the Contractor.
- c) The Contractor shall comply with the Employer's site entry and security control requirements. The Contractor is required to produce an inventory of material, plant and equipment when entering and exiting TNPA premises.

The Contractor shall not be permitted to remove TNPA material, plant and equipment without a permit issued by the Project Manager or Site Supervisor.

- d) The Contractor is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas.

The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

- e) The Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times this includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

- f) The Contractor ensures that any of his staff, labour and Equipment moving outside of the allocated Site and Working Areas does not obstruct the operations of the Port of Port of Cape Town.
- g) The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
- h) The Contractor shall comply with all security requirements applicable to the site. No direct payment for security measures shall be made by the Employer and the Contractor shall make adequate provision in his tendered rates for all security measures that are deemed necessary by him to protect and safeguard his staff, plant, materials and equipment.
- i) All Contractor's staff and labour complies with TNPA operational safety requirements and are equipped with all necessary PPE, high visibility apparel.

3.1.3 The Permits Obtainable from the Employer Prior Any Site Works:

a) Site Inductions:

- i. The Contractor shall follow the entry requirements stipulated by TNPA. He shall attend the designated Port Safety Inductions and must comply with the requirements of the TNPA SHE Specifications.

b) Access to Site Security and Site Regulations:

- i. The Contractor's workforce shall be issued with project specific site access cards on completion of induction. The following items must be furnished with each application for an identity card:
 1. A letter on the Contractor's company letter head stating the applicant's full names, ID number, reason for requesting the ID card, area in TNPA that he/she shall be working, a summary of the work to be done and the start and end date of the contract;
 2. A letter of confirmation on a Managing Contractor's letterhead signed by the MC's manager overseeing the contract with the Contractor / contracting company;
 3. A letter signed by the TNPA Security Manager (or delegated person) after perusing the above documentation, confirming the request for an ID card.
 4. A completed application form (available from TNPA Customer Services); and

5. Positive identification of the applicant (green bar-coded RSA ID, new smart ID document or driver's license).
- ii. Temporary Access Permits for specialised visits, valid on the day of issue only, are obtainable from the TNPA Permit Office. The following items must be furnished with each application for a Temporary Access Permit:
 1. A letter on the Contractor's company letter head stating the applicant's full names, ID number, and reason for requesting the ID card and area in TNPA that he/she shall be working;
 2. A letter of confirmation on an MC letterhead signed by the MC Manager overseeing the contract with the Contractor / contracting company;
 3. Positive identification of the applicant (green bar-coded RSA ID or drivers license or new smart ID document or driver's license); and
 4. Identification document copies shall be original copies certified (by SAPS) ID copies.
- c) Permit to Work:
- i. In addition to statutory requirements, the Contractor must be in possession of a Permit to Work, as issued by TNPA, before commencing any activities on Site.
 - ii. Permits shall be issued and cleared on conditions as below:
 1. Safety File vetted and approved by Safety Agent; and
 2. TNPA Safety Inductions completed.
 - iii. Permit Requirements:
 1. Method Statement (each Task Scope of work) aligned to the approved method statement;
 2. Risk Assessment (each Task Risk Assessment) aligned to the approved method statement;
 3. Lock-Out Systems are in place;
 4. Comply with confined space procedures;
 5. Contingencies as required;
 6. All work to be screened and authorized before permit to work is issued;
 7. Additional precautions by Hot work Inspector;
 8. Permit validity is for 5 days maximum for general hot work
- d) Port Rules 154 Hot Work Permit Requirements:

- i. The Contractor must be in possession of a hot work permit for any and all hot works:
 1. A hot work permit application costs R300, valid for 5 days and obtainable from the TNPA Fire department
 2. The foreman and the competent fire watcher are to be in attendance ensuring compliance throughout all hot work activities;
 3. Fire Watcher shall be in place and remain on standby 30 minutes after the completion of hot work for the day to ensure that all hot spots are eliminated or extinguished;
 4. Fire extinguishers and a charged water line to be placed at strategic points and to be in a state of readiness;
 5. Ensure that all ignition sources feeds/ supply (generators; gas cylinders) are kept and stored outside the perimeters of the hazard zone;
 6. Work is only to commence once the appropriate permit and risk assessment has been completed and signed off. NO PERMIT- NO WORK;
 7. Positive ventilation cocoons complete with wet fire blankets are to be constructed to contain sparks from the hot works. The cocoon shall be inspected and signed off by the supervisor prior to use.
 8. Ensure that there is compliance to TNPA safe working distance from the berth/ ships edge (30 metres);
 9. All work must stop immediately when emergency evacuation alarm is sounded – evacuate the area to assembly point; and
 10. Emergency Evacuation Procedures to displayed and communicated to all personnel.
 - ii. Please note: The above precautions is not limited and additional precautions or requirements may be mandatory, subjected to the Risk Assessment of the task/activity.
- 3.1.4 The *Contractor* complies with the following entry (and exit) permissions and restrictions for personnel at the Site requirements of the *Employer*:
- a) There are three main entrances to the Port of Cape Town: Marine Drive Entrance, Christian Barnard Entrance and Duncan Road Entrance.

- b) General public safety is a matter of priority for the project and its stakeholders, the Contractor is therefore required have all employees registered on the works/access permits with the TNPA Security Department.

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

- a) The Contractor is hereby made aware that the works are situated in various areas within the Port prescient, some within the operational yards and some within public space.

The Contractor shall take due care when establishing their workspace within these areas. Adequate warning signage and personal shall be provided and maintained by the Contractor all in compliance with the local bylaws and South African Traffic Signs Manual (SATSM).

- b) The Contractor shall be responsible for providing a temporary barricade fence between the port operations, roadway and railway traffic and the construction sites and maintaining, providing, and/or relocating the fence, if required for construction purposes, to ensure the boundary fence is continuous, and the Contractor shall make allowance for it in his Price and Programme.

3.1.6 The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:

- a) All vehicles are subject to security checks and all Plant and Equipment brought into the Port and leaving the Port are required to be security cleared by the relevant authorities (Project Manager and TNPA Security Manager) before access or exit is granted, as the situation may require.
- b) The Contractor is required to arrange for the clearing of the items with the Project Manager and the TNPA Security Manager well in advance of the access or exit requirement to avoid delays in the provision of the Works.
- c) The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated Sites and Working Areas does not obstruct the Employer's operations. To this end access routes are allocated and co-ordinated by the Contractor in liaison with the Project Manager.
- d) The Contractor ensures the safe passage of traffic, to and around the various sites and Working Areas at all times. This includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.

- e) The Contractor shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas at the various sites. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.
- f) The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- g) The Contractor to obtain the correct permits for working in HAZ Zone 1 and HAZ Zone 2 classified areas (Tanker Basin and Eastern Mole) before conducting works.

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

- a) The Contractor is prohibited from entering the Employer's Operational Areas, unless authorised to do so.
- b) The Contractor plans and organizes his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- c) The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction areas.
- d) The Contractor keeps daily records of all people, plant and equipment engaged on the Site and Working Areas (including Sub-contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times (summarised activity and progress for the day must be mentioned). The site diary shall include site information such as weather, incidents that have occurred and the nature of the work that has been done on that day.

3.1.8 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

- a) Normal working hours for majority of TNPA staff at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive. However, the port is operational 24 hours and 365 days of the year providing access to incoming vessels and tenants in the vicinity.

3.1.9 Health and safety facilities on Site

- a) The Employer have a strict Health and Safety policy and will issue a Health and Safety Specification (**Annexure F** of C3.1 *Employer's Works Information*) on which a detailed

Health and Safety Plan shall be based and compiled as part of the works. As part of the Health and Safety Specification, the Employer will conduct a preliminary Risk Assessment of the work required - on which a detailed Risk Assessment for the works shall be developed.

The *Contractor* complies with the requirements stated in **Annexure F** of C3.1 *Employer's Works Information*.

3.1.10 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.

3.1.11 Title to Materials from demolition and excavation

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

- a) Old high mast light poles to be handed over to the Employer. The Employer shall identify a laydown area for these poles within the ports limits where the Contractor will place the items.
- b) Poles from street, perimeter, quay & berthing light poles that are deemed reusable by the Employer shall be returned to the EL&P department by the Contractor. A laydown area will be identified by the Employer with title to such Materials (as referenced above) remaining with the Employer. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such Materials for the benefit of the Employer in accordance with ECC Clause 73.1.

3.1.13 Publicity and progress photographs

- a) The Contractor should take photographs of before and after works, proving the works were completed at each stage.

3.1.14 The *Contractor* provides a notice board in accordance with the specifics below:

- a) The Contractor shall provide and erect a project name board that must first be approved by the Project Manager. The signboard must contain details of the following:
 - i. Client/Project Manager
 - ii. Engineering & Quality Service Provider
 - iii. Health and Safety Service Provider

- iv. Environmental Service Provider
- v. Main Contractor

- b) The signboard must be placed at a position pointed out by the Project Manager and remain in place for the duration of the full contract period.
- c) The name board shall be of sound weatherproof construction, painted by an approved sign writer. No other name board shall be permitted on or adjacent to the Works with the exception of Safety Boards (as per the NOSA specification at the Contractor's expense) located at the main entrance to the sites and where required.
- d) Contractor's sub-contractors are to display one name board of less than 2m² at the Contractor's All name boards shall be removed at the end of the defect's liability period.
- e) site office at their own cost.

3.1.15 The *Contractor* provides progress photographs at Monthly basis in digital format at to the Project Manager.

3.1.16 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*.

3.1.17 *Contractor's* Equipment

- a) The Contractor keeps daily records of his equipment used on site and the working areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times. All plant used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist or register shall be implemented which lists the operators' qualifications and records.
- b) All equipment to be supplied by the Contractor shall comply with the relevant standard specifications. Any tools, test equipment and devices needed for installation, testing and commissioning shall be provided by the Contractor. Where applicable, the equipment used shall be intrinsically safe. No equipment shall be provided by the Employer.

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

3.1.19 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

- a) Equipment used by the Contractor to provide the Works shall be prepared, painted, assembled and disassembled within the Contractor's Work Area and site boundaries or lay-down areas as authorised by the Project Manager.
- b) The Contractor is required to remove all equipment that is not part of the Works from site after completion of the Works and before de-establishment of the site.
- c) All and any equipment used by the Contractor for the provision of the Works shall comply to the Employer's SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the Project Manager in liaison with the Employer's Engineers or the Employers Consultants.

3.1.20 Equipment provided by the *Employer*

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

3.1.21 Site services and facilities:

- a) The Contractor shall establish his construction offices, workshops and any other facilities within the prescribed battery limits of the site. All facilities established by the Contractor on the Site and Working Areas shall be done in a manner that does not adversely affect the environment. However, before construction can begin, the Contractor shall submit to the Project Manager for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.
- b) The plans stated in 3.1.22a) shall detail the locality as well as the layout of the waste facilities for litter, kitchen refuse and workshop-derived effluents or waste. The Contractor's intended mitigation measures for any negative impacts on the site during construction shall be indicated on the plan.
- c) The Contractor shall comply with all security requirements applicable to the site. No direct payment for security measures shall be made and the Contractor shall make adequate provision in his tendered rates for all security measures that are deemed necessary by him to protect and safeguard his staff, plant, materials and equipment.
- d) During the construction of the works, the site shall at all times be kept in a neat and tidy condition. The Contractor shall provide for the cleaning up and carting away of all

rubbish and debris of whatever kind throughout the duration of the contract. The Project Manager may order the Contractor to stop all work, until such time as, in his opinion, this condition has been observed. The cost of disposal and any other fees payable for disposal shall be deemed to be included in the rates.

- e) If the Contractor wants a temporary power supply from the Employer, the Contractor can follow the applications procedure through the EL&P Department whereby the Contractor will be liable for all connection cost as well as monthly electricity billing.
- f) The Contractor will supply his own potable water to the site office at his own cost, inclusive of showers and ablution facilities.
- g) Potable water supply for the use of drinking and site office requirements is not available and shall be provided by the Contractor at his own cost.
- h) The Contractor shall provide everything else necessary for Providing the Works.

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

- a) The Employer will demarcate an area for the Contractors site offices and laydown area.
- b) The area will be made avail to the Contractor two weeks prior to commencement of construction.
- c) The Contractor shall, within one month of the date of completion of the works; remove from site all his equipment, material, stores and accommodation or any other asset belonging to him and leave the site in a tidy condition, to the satisfaction of the Project Manager.

3.1.23 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*.

3.1.24 Facilities provided by the *Contractor*:

- a) The Contractor is to provide all his site office related accommodation at his own expense.
- b) The Contractor shall provide, for the Employer's approval, a site establishment plan for all facilities as he may require for the successful completion of the work, this includes:
 - i. Site Offices, complete with boardroom seating at least 10 persons with access to power, air conditioning and internet.

- ii. Mess Area,
 - iii. Ablutions, separate for male and female
 - iv. Showers
 - v. Stores for all consumables
 - vi. Workshops for any site fabrications
 - vii. Cordoning off of equipment and material lay down area and provision of an approved materials control system
- c) The Contractor is to provide all of his ablution and lavatories to the site camp at his own expense. These facilities should be kept in a tidy and sanitary condition with all waste products disposed of in accordance with the waste plan
- d) The Contractor is to provide all of his waste disposal bins at his own expense. These facilities should be kept in a tidy and sanitary condition with all waste products disposed of in accordance with the waste plan.

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

- a) It is the condition of this contract that the Contractor affords in his site establishment area, air-conditioned office space with access to internet for the Employer's supervisor and his team, this includes:
- i. Site Office for the engineers, seating 2 persons
 - ii. Site Office for supervising team, seating 4 persons
 - iii. Site Office for the project support team, seating 3

3.1.26 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.

3.1.27 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.22 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*.

3.1.28 The *Contractor* inspects design provided by the Employer with which the *works* interfaces in conjunction with the *Project Manager*.

- a) The Contractor is responsible for inspecting the Employer's designs provided in **Annexure's A,B & C** for irregularities and ambiguities in the works.
- b) The Contractor is responsible for correlating the Employer's designs provided in **Annexure's A,B & C** with onsite measurement for accuracy.

3.1.29 Survey control and setting out of the *works*

- a) The Contractor must check all measurements on site before the works commence. The Contractor is also responsible for surveying the site for any levels required for the works.
- b) Any dimensional discrepancies or conflicting dimensions on drawings shall be reported to the Project Manager in writing. The Contractor shall not decide which dimension shall be read as correct where a discrepancy occurs but shall obtain a ruling from the Project Manager in writing.

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

- a) The Contractor shall take adequate precautions against damage to existing assets and injury to persons during the course of the work.
- b) The Contractor will be responsible for the repairs, and the costs incurred in effecting such repairs, as a result of any damage caused to Transnet's property or others' property by the Contractor's staff during transporting, off-loading, and carrying out of the required work.
- c) The Contractor shall take all reasonable precautions to protect existing services during construction and, if applicable, during relocation of such services.
- d) The Project Manager will provide information regarding the location of existing services, but the Project Manager does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing services, before commencing any work, to ensure that no damage is done to any service.
- e) Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Project Manager.

- f) Whenever services are encountered which interfere with the execution of the Works and which are required to be moved and relocated, the Contractor shall advise the Project Manager, who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.
- g) Any work, required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tendered rates exist, will be classified and paid for as prescribed under Option B in Part C1.2.
- h) The contractor will ensure the proposed electrical cable do not interfere with the path of the existing storm water system or any other services that exist on site. A drawing of services will be provided to the Contractor, however, the Contractor still takes responsibility for finding, locating and protecting services from the Works and operations during the construction period.

3.1.31 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* undertakes the following:

- a) Inform the TNPA Supervisor
- b) Conduct a site inspection with the Construction Manager and Project Manager
- c) Review risks and develop mitigation measures with the Construction Manager and Project Manager
- d) Continue works in line with agreed mitigation measures.

3.1.32 Control of noise, dust, water and waste

- a) The Contractor is to take appropriate measures to minimise the generation of noise and dust as a result of construction works, to the satisfaction of the Project Manager, or the person approved by the Project Manager.

3.1.33 Sequences of construction or installation

- a) The Contractor will be responsible to install temporary lighting when lighting sources are removed for upgrade in order to ensure safe operations and security in accordance with the OHS Act.
- b) There is no specific sequence of installations required from the Employer, however the Contractor should indicate the sequence of events in the program supplied to the Employer.

3.1.34 Giving notice of work to be covered up:

- a) The Contractor is to give two to three days' notice to the Managing Contractor for inspection of works.

3.1.35 The *Contractor* notifies the *Supervisor* of the following elements of the *works* which are to be covered up:

- a) The Contractor will notify the Managing Contractor after completing any new foundations before closing the surrounding area. The Managing Contractor will inspect and give the approval for cover up.
- b) Th Contractor will notify the Managing Contractor after completing any new installations of lighting poles. The Managing Contractor will inspect and give the approval for cover up.

3.1.36 Hook ups to existing *works*

3.1.37 The *Contractor* complies with the following constraints in the execution of the *works*:

- a) The Contractor will connect the new installations to existing cabling in accordance with SANS 10142 and ensure safe and effective operations of the equipment.
- b) Where required, the Contractor will request the power to be isolated at certain points from the TNPA EL&P department to ensure safe working operations.

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
As built drawings of all items mentioned in Table 5 of Section 2.8 under C3.1 Employer's Works Information	2 weeks prior of the Completion Date.

Operations and Maintenance manuals of all items mentioned in Table 5 of Section 2.8 under C3.1 Employer's Works Information	2 weeks prior of the Completion Date.
Performance testing of the works in Clause 3.2.7, 3.2.8 & 3.2.9 under C3.1 Employer's Works Information.	2 weeks prior of the Completion Date.
Completion all of Works stipulated in the Works Information in line with the be performance requirements in Particular Specifications referenced in Section 2.1 and 2.2 of C3.1 Employer's Works Information	2 weeks of the Completion Date
Approval and Sign of Works by the Supervisor and Project Manager	2 weeks of the Completion Date.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

- a) The rehabilitation and cleaning of working areas.
- b) The demobilization of equipment off site.

3.2.3 Use of the *works* before Completion has been certified

- a) The Employer may use any area of lighting (street, perimeter, high mast, quay & berthing) after it has been re-established by the Contractor.

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

- a) The Employers will be able to use any and all lighting upgraded in this project by the Contractor prior to handover.
- b) The use of lighting by the Employer will align with the works schedule provided by the Contractor.

3.2.5 Materials facilities and samples for tests and inspections

- a) The Contractor shall conduct test on all concrete used in the project.

3.2.6 The *Contractor* provides the *Employer* with the following as ECC Clause 40.2:

- a) The Contractor shall provide the Project Manager with test cubes and reports for all concrete used on the project for period of seven and twenty-eight days.

3.2.7 Commissioning

- a) The Contractor shall successfully demonstrate the following to the Project Manager prior to the commissioning of the Works:
 - i. Construction complete certificates signed by the Employer's Supervisor
 - ii. Approved warranty/guarantee certificates from relevant Original Equipment Manufacturers
 - iii. Demonstration that all equipment is powered and working according to specification
 - iv. "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.
- b) The *Contractor* shall complete all pre-commissioning and commissioning tests on all Plant and Works completed under this Contract. In order to achieve this, the Contractor shall fulfil the following requirements:
 - i. Development and supply of commissioning and test plans for the approval of the Project Manager
 - ii. Implementation of formal handover procedures and documentation from construction to commissioning
 - iii. Punch list Category Items:
 - A. Category A: Items which compromise safety and integrity of personnel, plant, equipment and infrastructure and must be completed following the pre-commissioning tests but prior to the commissioning and trial operation tests being undertaken.
 - B. Category B: Items which require correction prior to operational acceptance and are required to be remedied following the commissioning and trial operation tests but before Employer's taking over.
 - C. Category C: Items required to be remedied during the defects notification period.
 - iv. Pre-Commissioning: The Contractor shall complete all pre-commissioning tests and all Punch List Category A items shall be compiled during these tests and be attended to prior to the commencement of the commissioning tests.

- v. Commissioning: The Contractor is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.
 - c) The *Contractor* shall complete all pre-commissioning and commissioning tests on all Plant and Works completed in the HAZ Zone 1 & HAZ Zone 2 and under this Contract in accordance with the following:
 - i. All works completed in these areas will require that the "Certificate of Compliance" (COC) be signed off by a Master Installation Electrician registered with the Department of Labor (DoL).
 - ii. The Master Installation Electrician should be registered with an approved Electrical Inspection Authority and be able to present the required certifications before conducting works.
- 3.2.8 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:
- a) The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the survey and the LUX levels should align with the specification provided and OHS Act.
- 3.2.9 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:
- a) The Contractor will issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.
 - b) The Contractor will have all light pole foundations approved by the Managing Contractor on behalf of the Employer.
- 3.2.10 Take over procedures
- a) Prior to the Employer being required to take-over the Plant all The Punch List Category B (From Section 3.2.7b) iii)) items shall be remedied.

The Works and the Plant shall be taken over when the Tests on Completion have been passed and punch List Category B items have been attended to.

- 3.2.11 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Civil Services and Works, Electrical Instrumentation, Structural Components & General Lighting Layout status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.2.12 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals (as indicated in Section 2.8.1 above) at the earlier of take-over or Completion.
- 3.2.13 Where the *Contractor* has presented Maintenance and Operating Manuals (as indicated in Section 2.8.1 above) to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.2.14 Access given by the *Employer* for correction of Defects
- a) The Employer shall notify the Contractor of any defects which are to be remedied within the Correction Defect Period. All areas on the construction site shall be made available to the contractor, however this shall yet again have to be done around the operations of the dock.
 - b) All areas that are given to the Contractor for the correction of defects shall be properly cordoned off by the Contractor. Proper safety measures, as required by the Employer, must be adhered to at all times for the full duration of the defect correction undertaking.
- 3.2.15 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- a) The Contractor will comply and work safely under all operational areas within the Port. All notifications and site access limitations mentioned 3.1.6 of C3.1 in will still apply.
- 3.2.16 Performance tests after Completion
- 3.2.17 The *Contractor* performs the following performance tests after Completion of the *works*:
- a) The Employer expects the lighting systems to fulfil the specified life expectancy of the equipment in accordance with the supplier.
 - b) The Contractor is to transfer all warranties and guarantees from the OEM to the Employer for all equipment installed.

- c) All equipment to be installed should be of a coastal grade and ensure no rust or degradations within the first year post completion.

3.2.18 Training and technology transfer

3.2.19 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:

- a) The Contractor will train the Employer's maintenance staff on the upkeep and maintenance procedures for the newly installed equipment.

3.2.20 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

- a) The Contractor will provide the Employer with all new as-builds relating to the new equipment and upgraded equipment under the project.
- b) The Contractor will provide the Employer with a maintenance plan and procedures manual for the new and upgraded lighting infrastructure under the project.

4 Plant and Materials Standards and Workmanship

4.1 Building works

4.1.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project

specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

4.1.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

4.1.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works* Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

4.1.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's* Works Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.1.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.1.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.1.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.2 Civil Engineering and Structural Works

- 4.2.1 In addition to the standards and specifications in this section, the Contractor should comply with all standards and specifications mentioned in ANNEXURE B: Civil Engineering Works & Design Specification and ANNEXURE C: Structural Engineering Works Information of the C3.1 Employer's Works.
- 4.2.2 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.2.4 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

4.2.5 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

Where the word or expression "Contractor" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety.

Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.2.6 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.2.7 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.2.8 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.2.9 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.2.10 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.2.11 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.2.12 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.2.13 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.2.14 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.2.15 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.2.16 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.2.17 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used within this paragraph 6.3 of C3.1 *Employer's Works Information*].

Electrical Engineering Works

In addition to the standards and specifications in this section, the Contractor should comply with all standards and specifications mentioned in **ANNEXURE A: Electrical Engineering Works & Design Specification of the C3.1 Employer's Works**.

4.2.18 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.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
Electrical Drawings		
XCTE0025-E-LA-0001-01	0A	A-Berth - Lighting Layout and Aiming Angles

XCTE0025-E-LA-0003-01	0A	Duncan Road 1 - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0004-01	0A	Duncan Road 2 - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0005-01	0A	Duncan Road 3 and M-Berth - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0006-01	0A	Duncan Road 4 - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0007-01	0A	Duncan Road 5 - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0008-01	0A	Marine Drive and Interior Roads - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0009-01	0A	Rail Marshalling Yard 1 - Lighting Layout and Aiming Angles (Sheet 1)
XCTE0025-E-LA-0009-02	0A	Rail Marshalling Yard 1 - Lighting Layout and Aiming Angles (Sheet 2)
XCTE0025-E-LA-0010-01	0A	Rail Marshalling Yard 2 - Lighting Layout and Aiming Angles (Sheet 1)
XCTE0025-E-LA-0010-02	0A	Rail Marshalling Yard 2 - Lighting Layout and Aiming Angles (Sheet 2)
XCTE0025-E-LA-0012-01	0A	Tanker Basin - Lighting Layout and Aiming Angles (Sheet 1)
XCTE0025-E-LA-0012-02	0A	Tanker Basin - Lighting Layout and Aiming Angles (Sheet 2)
XCTE0025-E-LA-0013-01	0A	Eastern Mole - Lighting Layout and Aiming Angles (Sheet 1)
XCTE0025-E-LA-0013-02	0A	Eastern Mole - Lighting Layout and Aiming Angles (Sheet 2)
XCTE0025-E-LA-0014-01	0A	Quay 700's - Lighting Layout and Aiming Angles
XCTE0025-E-LA-0015-01	0A	Rail Marshalling Yard Access Road High Masts - Lighting Layout and Aiming Angles

XCTE0025-E-LA-0016-01	0A	Wilies Wharf - Lighting Layout and Aiming Angles
<u>Civil & Structural Drawings</u>		
XCTE0025-C-GA-001-01	0A	Locality Plan
XCTE0025-C-LA-002-01	0A	Demolition Drawing Road Lights (Sheet 9)
XCTE0025-C-LA-002-03	0A	Demolition Drawing Road Lights (Sheet 3)
XCTE0025-C-LA-002-04	0A	Demolition Drawing Road Lights (Sheet 4)
XCTE0025-C-LA-002-05	0A	Demolition Drawing Road Lights (Sheet 5)
XCTE0025-C-LA-001-01	0A	A-Berth New High Mast Lights (Sheet 1)
XCTE0025-C-LA-001-02	0A	New Road Lighting Positions (Sheet 2)
XCTE0025-C-LA-001-03	0A	New Road Lighting Positions (Sheet 3)
XCTE0025-C-LA-001-04	0A	New Road Light Positions (Sheet 4)
XCTE0025-C-LA-001-05	0A	New Road Light Positions (Sheet 5)
XCTE0025-C-LA-001-06	0A	New Road Lighting Positions (Sheet 6)
XCTE0025-C-LA-001-07	0A	Rail Marshalling Yard High Mast Lights (Sheet 7)
XCTE0025-C-LA-001-08	0A	New Road Lighting Positions (Sheet 8)
XCTE0025-C-LA-001-09	0A	New Road Lighting Positions (Sheet 9)
XCTE0025-C-LA-001-10	0A	New Road Lighting Positions (Sheet 10)
XCTE0025-C-LA-001-11	0A	New Road Lighting Positions (Sheet 11)
<u>Existing High Mast Light Design Drawings</u>		
R1-3016 sht 1		HML General Arrangement
R1-3016 sht 2		HML Door Design
R1-3016 sht 3		HML Mast Internals
R1-3016 sht 4		HML Capping Unit Details
R1-3016 sht 5		HML Capping Unit Components
R1-3016 sht 6		HML Ring Details
R1-3016 sht 7		HML Foundation Details

TRANSNET NATIONAL PORTS AUTHORITY
CONTRACT NUMBER: TNPA/2023/08/0018/39702/RFP
DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN
LIGHTING INFRASTRUCTURE



SECTION 2

6 Management and start up

6.1 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	Once a month	Contractor Site office	Project Manager and Managing Contract. Contractor and their appropriate leads
Overall contract progress and feedback	Bi-Weekly on a Friday morning	Contractor Site office	Employer, Contractor & appropriate key persons, Employers Managing Contractor and Project Manager
Technical Progress Meeting	Weekly	Contractor Site office	Contractor & appropriate key persons, Employers Managing Contractor and Project Manager, Quality Assurance Representative
SHE meetings	Held once a week	Contractor Site office	Contractor Health & Safety Representatives & Employer SHE officer
Close Out Meeting	After contract completion	Project Manager Office	Full team from the Contractor and the Employers team as well

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.

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor Documentation Submittal Requirements*' Standard included in Annexure 1 (refer DOC--STD-0001).

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.

6.3 Safety risk management

6.3.1 The employer has a strict Health and Safety policy. Under the policy, the following apply:

- a) The Contractor's attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
- b) The Contractor makes available and ensures compliance to the TNPA SHE Specification for Construction by its employees and Subcontractors in the language of this contract.
- c) The Contractor employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.
- d) The Contractor shall provide a Health & Safety Management Plan addressing the requirements in the TNPA SHE specification and a Baseline Risk Assessment addressing the construction activities. The Project Manager has the right to request additional specific work method statements should, in his opinion, this be required.
- e) The compliance with all applicable legislation, regulations issued in terms thereof, and TNPA safety rules, shall be entirely at the Contractor's cost, and shall be deemed to be allowed for in the tendered prices.

- f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:
- i. The Contractor shall appoint a Health and Safety coordinator to liaise at least fortnightly with the Project Manager or Supervisor on matters pertaining to occupational health and safety.
 - ii. The Contractor shall advise the Project Manager of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the Contractor or Sub-Contractor.
 - iii. A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993) must also be furnished.
 - iv. All clauses in this contract pertaining to health and safety form an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the Employer to the appropriate remedies.
 - v. The Contractor and his staff shall attend a compulsory induction course to be arranged by the Project Manager on or before the date when the site is made available to the Contractor.
- g) The Contractor's appointed Site Representative and the Project Manager shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the Contractor. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the Project Manager, before any construction work can commence.
- h) The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:
- i. "INTOXICATION" An employer or user shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.
- i) The Contractor shall ensure that a suitably qualified safety representative is appointed, and monthly safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Project Manager. All costs related to the safety aspects required

under this contract will be carried by the Contractor and therefore be covered under the rates tendered.

6.3.2 **Site Supervision**

- a) The Contractor shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- b) 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 Sections (2)).
- c) 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.)) The supervisor must have legal liability training, HIRA, and construction safety training e.g., IRCON.
- d) 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 always maintained.
- e) The Contractor's Site Supervisor must provide a list of names and contact telephone numbers of all Contractors and Sub-Contractor's contact persons on Site. This list is updated as a new Contractor or Sub-Contractor employee commences on Site.
- f) 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.
- g) The Contractor's Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the Supervisor prior to 9.00 am on a daily basis.
- h) 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.

6.3.3 **Contractor's Health and Safety Manager**

- a) The Contractor Health and Safety Manager specific tasks are:

- i. Design the health and safety management systems specific to the need of the project, organizational and specific construction project management system.
 - ii. Facilitate and coordinate the preparation of a site-specific construction health and safety plan.
 - iii. Manage the process for the assessments and approval of sub-contractors' health and safety plan in line to the Client requirements.
 - iv. Facilitate monthly health and safety meetings.
 - v. Ensure identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
 - vi. Attend and participate in all project meetings.
 - vii. Use of trends analysis to identify systems deficiencies and incident trends, outline relevant improvements.
 - viii. Manage the necessary changes to the health and safety plans.
 - ix. Manage the reporting and investigation of project related incidents.
 - x. Manage and maintain health and safety and communication structures and systems, distribution of health and safety specific documents to contractors.
 - xi. Monitor, measure and report on health and safety system performance through facilitating compliance health and safety audits
 - xii. Analyzing of audit results and trends to ensure continual improvement.
 - xiii. Evaluate the levels of compliance of contractors to the project health and safety plan and TRANSNET site specific health and safety specifications.
 - xiv. Manage and evaluate processes for reporting of non-compliance issues and implementation of identified appropriate corrective and preventative action.
 - xv. Manage site health and safety during defects liability period.
 - xvi. Prepare a health and safety close-out report as per Client requirements.
- b) Health and Safety Manager must register with SACPCMP to be allowed to practice construction safety in TRANSNET managed projects.
- c) Before placing a Health and Safety Manager on the project site(s), the Contractor must forward a copy of the person's CV and proof of registration with SACPCMP to the nominated project management representative or to the TRANSNET Stream Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he/she not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

6.3.4 Contractor's Safety Officer

- a) The Contractor must appoint a full-time Health and Safety Officer for the duration of the contract that 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.
- b) 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.
- c) Each Contractor Health and Safety Officer shall be responsible for:
 - i. Reviewing all applicable legal and project health and safety requirements and providing guidance to Contractor and sub-contractor personnel (particularly the Contractor's Project Manager) to help always ensure compliance.
 - ii. Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the Contractor.
 - iii. 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.
 - iv. 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.
 - v. Conducting Contractor health and safety induction training for all Contractor and sub-contractor personnel.
 - vi. Compiling and maintaining all health and safety related documents and records required of the Contractor.
 - vii. Communicating relevant health and safety information to Contractor and sub-contractor personnel (e.g., incidents and lessons learnt, leading practices, hazards, risks, and control measures, etc.).
 - viii. Evaluating (daily) 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.
 - ix. Attending monthly Contractor and Site Health and Safety Meetings.

- x. Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures.
- xi. Carrying out Planned Task Observations on an ad hoc basis.
- xii. Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all Contractor and sub-contractor activities.
- xiii. Responding to workplace incidents (as appropriate).
- xiv. Participating in incident investigations.
- xv. Maintaining accurate health and safety statistics (for the Contractor and all sub-contractors), and compiling health and safety performance reports as required.
- xvi. Auditing the health and safety management system and workplace activities of the Contractor and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- xvii. Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- xviii. The Contractor must ensure that they have made adequate provision of safety officers as per the works information works packages i.e. (construction of mechanical and electrical works) 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:
 - 1. A computer with access to all necessary systems, including access to e-mail and the internet.
 - 2. A mobile telephone on contract or with adequate pre-paid airtime; and
 - 3. A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
 - 4. A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training, and experience:
 - 5. At least 5 years' experience as a Health and Safety Officer on construction projects.
 - 6. SAMTRAC or an equivalent training course as a minimum qualification.

7. Experience and appropriate training regarding to implementing and maintaining a health and safety management system compliant with national legislation or an international standard.
 8. Experience and appropriate training regarding to construction related hazard identification and risk management processes.
 9. Competence, experience, and relevant training with regard to incident investigation procedures and causation analysis.
 10. Health and safety auditing experience and training.
 11. A valid First Aid certificate of competency.
 12. Fire prevention and protection training; and
 13. A valid Driving License (light motor vehicle).
- d) Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk.
- e) Before placing a Health and Safety Officer on the project site(s), the Contractor must forward a copy of the person's CV and proof of registration with SACPCMP to the nominated project management representative or to the Health and Safety manager 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.
- f) Contractor's Safety File
- g) The Contractor must provide a hard copy of its safety file, 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 file, policies or procedures as soon as practicable following revision or update.
- h) The Project Manager may require the Contractor from time to time to supplement its safety file, 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.

6.3.5 Contractor's Safety File

- a) The Contractor must provide a hard copy of its safety file, 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 file, policies or procedures as soon as practicable following revision or update.
- b) The Project Manager may require the Contractor from time to time to supplement its safety file, 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.

6.3.6 Performance Measurement and Reporting

- a) Health and Safety Statistics
 - i. The Contractor and each of its Sub-contractors 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 H&S nominated representative.

- b) Safety Management Records
 - i. 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

- i. 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.
- ii. 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, minor nature, 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.
- iii. 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 nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plans are submitted to the Project Manager for review and comment within 24 hours of the audit finding.
- iv. 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.
- v. 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 legislative requirements. The Contractor audit conformance will be assessed as a percentage and where conformance is better than 80% 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 70 – 79%, 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 69% 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.

- vi. 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

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

6.3.7 Involvement, Communication and Motivation

- a) 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.
- b) Safety Meetings
 - i. The Contractor must implement and comply with OH&S Act, Section 19
 - ii. 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.
 - iii. Such meetings should at least address:
 - A. Accident / safety incidents
 - B. Hazardous conditions
 - C. Hazardous materials / substances
 - D. Work procedures

- E. Protective clothing / equipment
 - F. Housekeeping
 - G. General safety topics
 - H. Job or work look-ahead issues
 - I. Safety statistics
 - J. Incident Review
-
- iv. 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.
- c) Pre-Start Safety Briefings
 - i. 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.
 - d) Safety Review Meetings
 - i. The Contractor Site Manager and a Site Safety Representative must take part in monthly safety review meetings between the Contractor and the Project Manager or the Project Manager's nominated Representative.
 - ii. The Contractor must attend all project safety meetings as outlined in the Project Safety Management Plan.
 - e) Site Safety Review Committee
 - i. The Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.8 Roles and responsibilities

- a) 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:
- b) Construction Manager

- i. The CM is responsible for health and safety on the Site and Working Areas and reports to the Project Manager the CM must be registered with SACPCMP as a Pr.CM.
- ii. The CM specific tasks are:
 - A. Implement the safety management system.
 - B. Monitor compliance to the established safety management system.
 - C. Ensure risk is at an acceptable level.
 - D. Ensure Consultant Construction Management Team are competent.
 - E. Provide for:
 - F. Planning, organization, leadership, and control
 - G. Technical competencies for critical work
 - H. Supervision and control on each shift
 - I. Regular monitoring and assessment
 - J. Workplace inspections.

6.3.9 Commissioning Safety Plan

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

- i. Mechanical and 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.
- ii. Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented, and communicated, and are available to all personnel.
- iii. Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- iv. Documentation relevant to any modifications has been created/updated.
- v. Safe operating, maintenance and emergency procedures are in place.
- vi. Operating and maintenance manuals are available, and training of commissioning employees has been completed.

- vii. Red Line drawings are available.
- viii. A Commissioning Permit (to apply hazardous energy) is developed and implemented.
- ix. 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.

6.3.10 Document Control.

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

6.4 Environmental constraints and management

- 6.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as well as all other applicable legislation, regulations and accepted environmental good practice.
- 6.4.2 The Contractor performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the CEMP and SES:
 - a) The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the Contractor observes and complies; and
 - b) CEMP describe environmental risks management, roles and responsibilities of all parties with respect to environmental management during construction, the organisational structure for effective implementation of the CEMP. And provide a set of standards for environmental management during the construction phase
- 6.4.3 The Contractor must sign the declaration of understanding as a commitment to abide with the Transnet Environmental Governance Framework. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract until rehabilitation activities are concluded.
- 6.4.4 The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices as more particularly described within the CEMP and SES.

The Contractor must appoint a suitably qualified Environmental Officer with a relevant environmental qualification and a minimum of 3 years relevant construction environmental management experience. The roles and responsibilities of the Contractor's EO are clearly outlined in the CEMP. The appointed EO is required to be on site 2 hours per day or 10 hours per week. The EO must be a designated resource for the project to occur over certain sections of the port until the project rehabilitation close-out is undertaken.

6.4.5 The Contractor will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the contract. A Site access certificate shall not be granted until the environmental file has been approved by the Employer. Site closure certificate will not be granted until the environmental file handover inspection has been conducted and has been approved by the Employer

6.4.6 The overarching obligations of the Contractor in terms of the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area and where requested by the Construction Manager. The Contractor shall comply with the following:

- a) 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 CEMPr are achieved.
- b) Environmental method statements will be prepared in accordance with the requirements set out in the CEMPr. These method statements shall form part of the environmental file.
- c) 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.
- d) 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.

6.4.7 The Contractor must appoint a waste removal Service Providers as per the TNPA list of waste removal Service Providers (to be provided after contract award).

6.4.8 During the construction period, the Contractor shall comply with the following:

- a) Upon award the Contractor will receive all the environmental file templates As well as copies of the Transnet SES and CEMP;
- b) A copy of the SES and CEMP, method statements and monitoring records shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in these documents and proof of such awareness kept on site;
- c) The Contractor must sign a Declaration of understanding (T2.2.38) as part of a returnable acknowledging understanding of the environmental requirements for the Project. Furthermore, sufficient environmental budget must be allocated for the implementation of environmental management requirements inclusive of incident remediation, waste management facilities, hazardous material etc.
- d) Method statements that are required during construction must be submitted to the Project Manager for approval at least 10 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required.

The activities requiring method statements cannot commence if the method statements have not been approved by the Project Manager. The scope of the required method statements for completion by the Contractor shall, as a minimum, include all such items as are listed within the CEMP;

- e) Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

6.4.9 The Contractor shall ensure that anyone making deliveries to Site is properly informed of all procedures and restrictions, e.g. which access roads to use, no go areas, speed limits, noise and the like, as required by the relevant project Authorisations and the CEMP, before they arrive at Site.

6.4.10 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5 Quality assurance requirements

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

6.5.2 The Contractor shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications,

Drawings and General Quality Requirements for Contractors and Suppliers (TNPA-QUAL-REQ-14.1).

- 6.5.3 The Contractor's Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.
- 6.5.4 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) Project Quality Plan (PQP) for the contract;
 - b) Quality Control Plans (QCP)
 - c) Index of Procedures to be used; and
 - d) A schedule of internal and external audits during the contract
 - e) Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
 - f) Quality Policy that is aligned to ISO 9001:2015 requirements
 - g) The Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
 - h) CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in similar projects.
 - i) Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.
- 6.5.5 Project Quality Plan:
- a) The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, quality assurance, and quality control coordination activities to ensure that the scope meets the standards stated in the Works Information.
 - b) The Contractor's PQP shall provide a description of how documents provided by the Employer to the Contractor are to be managed. 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 PQP.
 - c) The Employer indicates those documents required to be submitted for information, review, or acceptance and the Contractor indicates such requirements within his register of documents.

- d) The register shall indicate the dates of issue of the documents with the Employer 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.

6.5.6 Quality Manual:

- a) A copy of the Contractor's Quality Manual will be requested for review by the Employer followed, by a Quality Management Systems (QMS) audit at the Contractor's Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.5.7 Quality Officer:

- a) The Contractor shall nominate a suitably experienced quality representative as referenced on item 6.5.4 (h) above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The Contractor shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.5.8 Quality Control Plan:

- a) The Contractor shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared in the Contractors / Suppliers standard format.
- b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- c) The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- d) During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- e) The Contractor / Supplier shall ensure that any work subcontracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

6.5.9 Subcontractor:

a) The Contractor shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

6.5.10 The *Contractor's* PQP includes or references to the quality plan of his Sub- Contractors and Supplier.

6.5.11 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.

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*.

6.5.12 The 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.

6.5.13 The Quality Control plans shall identify all inspection, test and verification requirements to meet Contractual obligation, 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.

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

- Document Control
- Design Control
- Procurement

6.5.15 The Inspection and testing mean:

- Quality Control Plans
- Inspection Points
- Schedule of Inspection
- Field Inspection Checklist
- Inspection Notification
- Inspection and testing
- Special processes
- Welding Procedures

- Material traceability and certification

6.6 Programming constraints

6.6.1 Information to be shown on the Programme

- a) The contract is expected to run over a period defined in the Contract Data from contract signature to contractual close out.
- b) A preliminary programme shall be issued as part of the tender documentation in the form of a Gantt chart which will include the logic associated with completing all the tasks, the resources required to complete the tasks and the estimated cash flows associated with completing the tasks.

6.6.2 Format of the Programme

- a) The programme submitted with the tender shall be issued in the form of a Gantt chart. This programme and all subsequent programmes shall be submitted on A3 copies or larger, in MS Project or Primavera P6 format and include a standard calendar which includes all public holidays promulgated under law in South Africa.
- b) Once the project is awarded, tracking information such as actual vs planned time and costs shall be included on the programme. All tracking information shall be measured against the accepted programme which shall be "baselined" at the time of acceptance by the Employer. All subsequent progress shall be measured against this baseline.
- c) The Professional Service Provider shall submit a cash flow forecast with each programme submitted, including the programme submitted with the tender. The cash flow shall be in the form of an S-curve and shall be a cumulative representation of the monthly cost progression for the remaining duration of the contract. The cash flow forecast must align with the programme.
- d) The revised programme, in the form of a month look-ahead, shall show two (2) separate bars for each activity as per bullet points below so as to enable a comparison of the actual progress with the first program, the first programme activity bar, and the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete for each activity).
- e) Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.

6.6.3 Once the Project Manager has approved the programme, it shall be adhered to by the Professional Service Provider, unless the approval of the Project Manager is obtained for any amendment that may be necessary

- 6.6.4 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.
- 6.6.5 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.6 The *Contractor* uses Primavera version 8.2 for his programme submissions or a similar programme software package equivalent to Primavera version 8.2 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.7 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.8 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].
- 6.6.9 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - A narrative status report, which includes performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 6.6.10 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*.

6.6.11 The *Contractor* submits programme report information to the *Project Manager* at bi-weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.12 The *Contractor's* weekly programme narrative report includes:

- 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.
- 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.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Employer's SHEO and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas.

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed
- The CSHEO submits daily, weekly and monthly checklists to the SHEC.

6.7.4 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor*) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.7.5 of C3.1 *Employer's Works Information*.

6.7.5 **Key Resources & Legal Appointees for Construction:**

- a) At minimum, the Contractor shall appoint the following members on the project:
 - i. Project Manager, SACPCMP Registered
 - ii. Sec. 16(2) – Delegated Authority (Ass. CEO)
 - iii. CR 8(1) – Construction Manager Registered with SACPCMP
 - iv. CR 8(7) – Construction Supervisor
 - v. CR 8(5) – Construction Safety Officer Registered with SACPCMP
 - vi. CR 9(1) – Risk Assessor
- b) All CV's to be submitted as part of Technical Evaluation Returnable.

6.8 **Training workshops and technology transfer**

6.8.1 The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop; The Contractor shall attend a kick off meeting at the start of the contract

6.8.2 The *Contractor* arranges for the following technology transfer to the *Employer*:

- a) The Contractor will provide the Employer with all new as-builds relating to the new equipment and upgraded equipment under the project.
- b) The Contractor will provide the Employer with a maintenance plan and procedures manual for the new and upgraded lighting infrastructure under the project.

6.9 **Insurance provided by the Employer**

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 **Contract change management**

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 **Provision of bonds and guarantees**

6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 The *Contractor's* Invoices

6.12.1 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.

6.12.2 The contractor shall invoice on a monthly basis in accordance with the project progress and against the agreed project schedule and cash flow. All invoices shall be submitted on or before the 20th of each month for payment after 30 days of acceptance.

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

6.12.4 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].

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

6.12.6 Invoices submitted by post are addressed to:

Transnet SOC Ltd

Port of Cape Town

P O Box 4245

Cape Town 8000

For the attention of Ghaalib Dawood.

Invoices submitted by hand are presented to:

Transnet Nation Port Authority

Electrical Department

Duncan Road

V & A Waterfront

For the attention of Ghaalib Dawood

The invoice is presented as an original.

6.13 People

6.13.1 Contractor Liability

- a) The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages;
- b) The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- c) The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- d) The Contractor is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- e) The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three-monthly basis.

The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

6.13.2 Industrial action by contractor employees

- a) In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- b) The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- c) In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

- i. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - ii. The Industrial Action Report must provide at least the following information:
 - A. Industrial incident report,
 - B. Attendance register,
 - C. Productivity / progress to schedule reports,
 - D. Operational contingency plan,
 - E. Site security report,
 - F. Industrial action intelligence gathered.
 - iii. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - iv. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- d) The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- e) Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- 6.13.3 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

6.14 Plant and Materials

6.14.1 Quality:

- a) The Contractor shall maintain quality records necessary to provide objective evidence that demonstrates and verifies achievement of the QA/QC requirements associated with the Construction Quality Plan.
- b) All records shall be compiled into the Construction Quality Data Pack. The data pack shall be submitted to the Employer for acceptance and approval before issuance of an inspection release report.

6.14.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.14.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.14.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.14.5 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.14.6 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.14.7 *Contractor's* procurement of Plant and Materials

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

1.1.1. Site Location

The Area lighting are all within the boundary of the Transnet Port of Cape Town. The Port of Cape Town is a busy container port, and breakbulk port second in South Africa only to Durban, and handles the largest amount of fresh fruit. The port operates 24 hours a day, the port is situated in Table Bay at Longitude 18° 26' E and Latitude 33° 54' S.

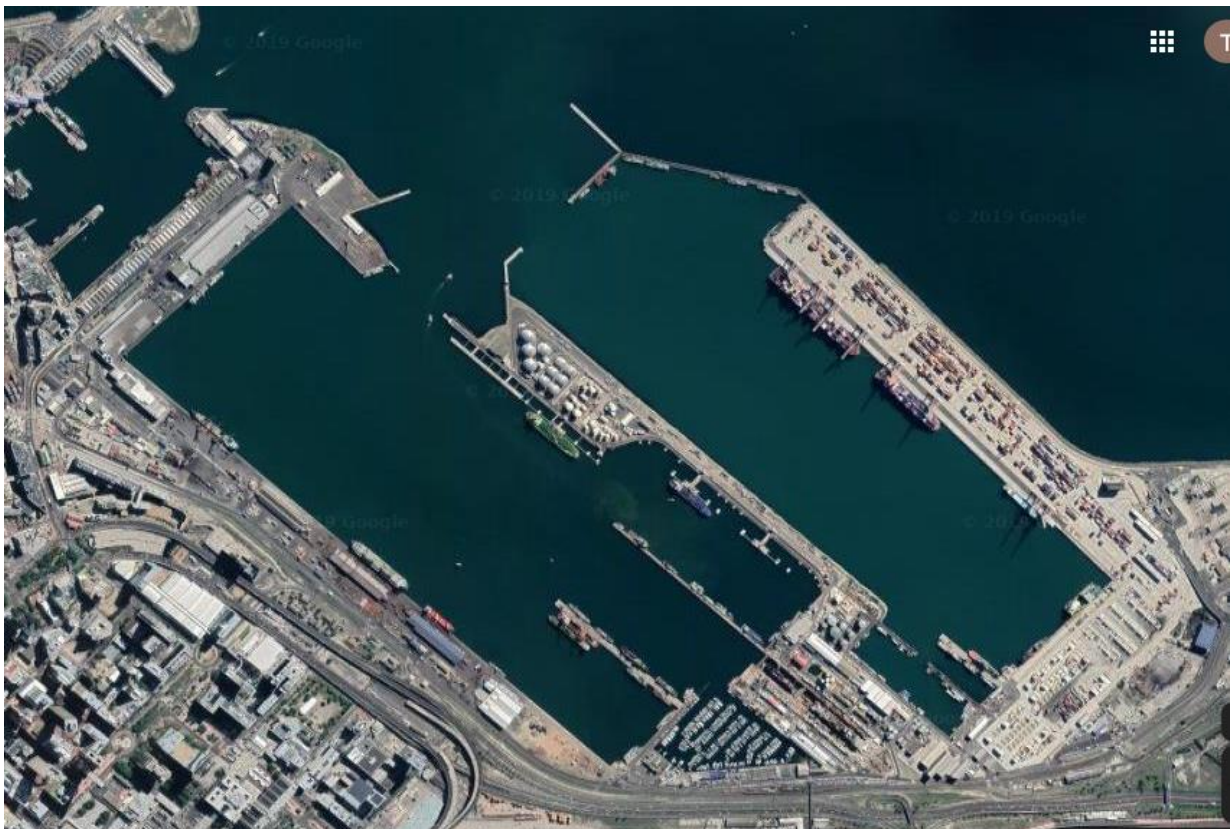


Figure 1: Port of Cape Town

1.1.2. Working Hours

Normal working hours for majority of TNPA staff at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive. However, the port is operational 24 hours and 365 days of the year providing access to incoming vessels and tenants in the vicinity.

1.1.3. Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor. Should any person lose his/her access permit these will be replaced at a cost of R 360-00 per person, to be paid by the *Service Provider*. This will also apply if permits are not returned at the end of the project completion.

1.1.4. Work Area and Supply of Services

The *Employer* will provide Port layout drawings with indicating Port boundaries and operational activities of the areas. It is anticipated that all the maintenance work will not require laydown area therefore the employer will not provide any layout area or site.

1.1.5. Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Service Provider*.

The *Service Provider* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Cape Town. The *Service Provider* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Service Provider* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.1.6. Basic Site Risk

The *Employer* has conducted Basic Risk Assessment to identify risks associated with the construction works. The *Service Provider* shall make himself familiar with the document and ensure all risk mitigation measures recommended are implemented during the project.

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

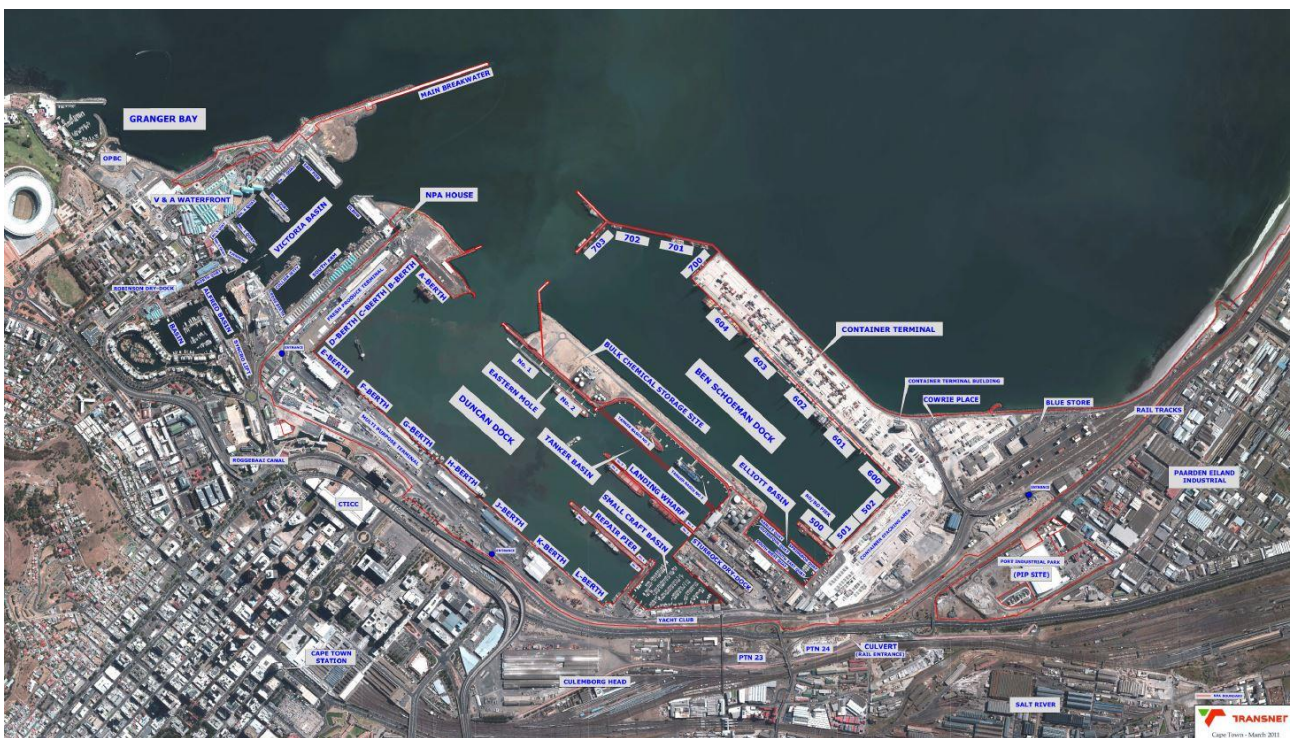
1.2.1. Description of Existing Facilities

The Area Lighting equipment are all within the boundary of the Transnet Port of Cape Town.

1.2.2. The Lighting Equipment are spread out across the Port of Cape Town owned and operated by Transnet Nation Port Authority (TNPA). The equipment are primarily covering operational areas, security and boundary locations, street lighting and 24hr work areas amongst others.

1.2.3. The Tanker Basin and Eastern Mole areas form part of the Port's Liquid bulk areas. These areas are classified as HAZ Zone 2 and HAZ Zone 3 areas.

1.2.4. Below is the plan of the Port of Cape Town further indicating the business units and areas



The lighting types are broken down in the table below:

Description	Poles type	Fitting type
High mast lighting	Galvanized steel - 30m	400w HPS
Perimeter lighting	Re-enforced concrete - 6m	70w HPS

Quayside lighting	Re-enforced concrete - 6m	150w HPS
	Galvanised steel - 15m	250w HPS
	Galvanised steel - 9m	250w HPS
	Plinth box mounted	80w HPS
Road lighting	Galvanised steel - 15m	250w HPS
	Galvanised steel - 9m	250w HPS
	Galvanised steel - 15m	150w HPS
	Fibreglass - 9m	222w LED

1.3. Access to the Works

Access to the Port will be via Duncan Road, Cristian Barnard and South Arm road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Service Provider's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and in TNPA Property. Service providers are required to follow all Covid-19 rules and guidelines.

- 1.3.1. Access will be subject to the Employer's security and SHEQ requirements and regulations, which is described but not limited to requirements below:
- a. Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Service Provider* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority.
 - b. All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Cape Town must undergo safety induction, which is will be arranged.
 - c. Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
 - d. The *Service Provider* must obtain a permit for vehicles entering the terminal from the TNPA Permit Office for the duration of the work.
 - e. The *Service Provider* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat, and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
 - f. The *Service Provider* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- 1.3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.
- 1.3.3. The *Service Provider* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.
- 1.3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.