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## **TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE DESIGN, SUPPLY, INSTALL & COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS IN VARIOUS AREAS IN THE PORT OF DURBAN FOR A PERIOD OF FIFTEEN (15) MONTHS.**

<b>RFP NUMBER</b>	<b>: TNPA/2023/07/0002/34490/RFP</b>
<b>ISSUE DATE</b>	<b>: 30 APRIL 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 08 MAY 2024</b>
<b>CLOSING DATE</b>	<b>: 24 MAY 2024</b>
<b>CLOSING TIME</b>	<b>: 12H00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

#### **PLEASE NOTE THE BELOW TECHNICAL PRE-QUALIFICATION CRITERIA:**

**Electrical Engineer - The Electrical Engineer shall hold a Bachelor of Science Degree, i.e. BSc Eng or B Eng in Electrical Engineering registered as a Professional Engineer (Pr. Eng.)**

**Protection Engineer - The Protection Engineer shall hold a bachelor's degree, i.e. BSc Eng., B Eng. or BTech Eng. in Electrical Engineering and must be registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.)**

**Installation Electrician - The Installation electrician shall hold a wireman's license approved by the Department of Labour (DoL)**

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**FOR THE DESIGN, SUPPLY, INSTALL & COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS IN VARIOUS AREAS IN THE PORT OF DURBAN FOR A PERIOD OF FIFTEEN (15) MONTHS**

**SECTION 1: SBD1 FORM**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2023/07/0002/34490/RFP	ISSUE DATE:	30 APRIL 2024	CLOSING DATE:	24 MAY 2024	CLOSING TIME:	12H00
DESCRIPTION	FOR THE DESIGN, SUPPLY, INSTALL & COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS IN VARIOUS AREAS IN THE PORT OF DURBAN FOR A PERIOD OF FIFTEEN (15) MONTHS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):							
<a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Thalente Mvelase			CONTACT PERSON	Thalente Mvelase		
TELEPHONE NUMBER	N/A			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	TNPAatenderenquiriesdbn@transnet.net			E-MAIL ADDRESS	TNPAatenderenquiriesdbn@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	



**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

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

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: \_\_\_\_\_

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE DESIGN, SUPPLY, INSTALL &amp; COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS IN VARIOUS AREAS IN THE PORT OF DURBAN FOR A PERIOD OF FIFTEEN (15) MONTHS.</b>
<b>TENDER DOWNLOADING</b>	<b>THIS TENDER MAY BE DOWNLOADED DIRECTLY FROM THE NATIONAL TREASURY ETENDER PUBLICATION PORTAL AT <a href="http://WWW.ETENDERS.GOV.ZA">WWW.ETENDERS.GOV.ZA</a> AND THE TRANSNET WEBSITE AT <a href="https://TRANSNETETENDERS.AZUREWEBSITES.NET">HTTPS://TRANSNETETENDERS.AZUREWEBSITES.NET</a> (PLEASE USE GOOGLE CHROME TO ACCESS TRANSNET LINK) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at 237 Mahatma Gandhi Road Queens Warehouse <b>on the 08 May 2024 at 10:00am [10 O'clock]</b> for a period of ± two (2) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
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<b>CLOSING DATE</b>	<b>12:00 on Friday 24 May 2024</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>
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## 2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done 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 T2.2-18 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <b>Part T: The Tender</b> Part T1: Tendering procedures Part T2: Returnable documents <b>Part C: The contract</b> Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	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) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site information

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C.1.4

Name: Thalente Mvelase  
E – mail: [TNPAtenderenquiriesdbn@transnet.net](mailto:TNPAtenderenquiriesdbn@transnet.net)

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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 **6 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 **6 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 - Technical Pre-qualification criteria:

- **Electrical Engineer** - The Electrical Engineer shall hold a Bachelor of Science Degree, i.e. BSc Eng or B Eng in Electrical Engineering registered as a Professional Engineer (Pr. Eng.)
- **Protection Engineer**- The Protection Engineer shall hold a bachelor's degree, i.e. BSc Eng., B Eng. or BTech Eng. in Electrical Engineering and must be registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.)
- **Installation Electrician** - The Installation electrician shall hold a wireman's license approved by the Department of Labour (DoL)

### 4. Stage Four - Functionality:

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"><li>▪ Name of Tenderer:</li><li>▪ Contact person and details:</li><li>▪ The Tender Number:</li></ul>
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- The Tender Description

Documents must be marked for the attention of: **Thalente Mvelase**

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **24 May 2024**  
Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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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.**

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**Functionality Criteria**

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

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

<b>Technical Pre-qualification</b>	<b>Electrical Engineer</b> The Electrical Engineer shall hold a Bachelor of Science Degree, i.e. BSc Eng or B Eng in Electrical Engineering registered as a Professional Engineer (Pr. Eng.)		
	<b>Protection Engineer</b> The Protection Engineer shall hold a bachelor's degree, i.e. BSc Eng., B Eng. or BTech Eng. in Electrical Engineering and must be registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.)		
	<b>Installation Electrician</b> The Installation electrician shall hold a wireman's license approved by the Department of Labour (DoL)		
<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria Points</b>	<b>Maximum number of points</b>
CVs for the employees that will be working on the design, supply, install, test, and commission new dual 11/ 6.6 kV Mini substations in various areas in the Port of Durban.  <b>Management and CV's of key persons for complete Evaluation Schedule</b>	The CVs submitted shall include the following: <ul style="list-style-type: none"> <li>• Technical Years of Experience</li> <li>• Knowledge relevant to the project:</li> </ul>	<b>30</b>	<b>30</b>
Safety & Health Management  <b>Health and Safety Management for complete Evaluation Schedule</b>	Method Statement	<b>10</b>	<b>30</b>
	Policy, Organisation and Safety and Health Management Involvement	<b>10</b>	
	Risk Assessment	<b>10</b>	
<b>Environmental Management for complete Evaluation Schedule</b>	Environment Management Plan (EMP) specific to the scope of the project. Environmental aspects and impacts together	<b>10</b>	<b>10</b>

	with mitigation measures must be clearly defined.		
Previous Experience <b>Organization Previous Experience for complete Evaluation Schedule</b>	List of Similar Projects completed with; -Traceable references -Contracts / Purchase orders / -Completion Certificates on similar work carried-out.	<b>20</b>	<b>20</b>
Programme <b>Programme for complete Evaluation Schedule</b>	Programme including critical path with a duration not exceeding 15 months indicating timeframes for all activities, with summary tasks, sequence of activities as well as long lead items clearly indicated and linked to the schedule.	<b>10</b>	<b>10</b>
			<b>100</b>
<b>The Threshold is 60 Points</b>			

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

- T2.2-04 Management & CVs of key persons
- T2.2-05 Health and Safety Management
- T2.2-06 Environmental Management
- T2.2-07 Previous Experience
- T2.2-08 Programme

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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.**

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

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

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

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

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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. Transnet will award the tender to the highest scoring bidder/s unless objective criteria exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

- a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
  - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact,
  - c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
  - d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
  - e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
  - f) The tenderer or its members, directors, partners:
    - Is under restrictions as contemplated in the Integrity Pact,
    - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
  - g) in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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;
  - h) has no legal capacity to enter into the contract;
  - i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
  - j) does not comply with the legal requirements, if any, stated in the tender data; and
  - k) is not able to perform the contract free of conflicts of interest.
  - l) is able, in the option of the employer to perform the contract free of conflicts of interest.
-





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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** – CIDB Grading of **6EP or higher**.
- T2.2.03 **Stage Three - Technical Pre-qualification criteria:**
- **Electrical Engineer** - The Electrical Engineer shall hold a Bachelor of Science Degree, i.e. BSc Eng or B Eng in Electrical Engineering registered as a Professional Engineer (Pr. Eng.)
  - **Protection Engineer**- The Protection Engineer shall hold a bachelor's degree, i.e. BSc Eng., B Eng. or BTech Eng. in Electrical Engineering and must be registered as a Professional Engineer (Pr. Eng.) or Technologist (Pr. Tech Eng.)
  - **Installation Electrician** - The Installation electrician shall hold a wireman's license approved by the Department of Labour (DoL)

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

- T2.2-04 **Evaluation Schedule:** Management & CV's of Key persons
- T2.2-05 **Evaluation Schedule:** Health and Safety Management
- T2.2-06 **Evaluation Schedule:** Environmental Management
- T2.2-07 **Evaluation Schedule:** Previous experience
- T2.2-08 **Evaluation Schedule:** Programme

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-09 Authority to submit tender.
- T2.2-10 Record of addenda to tender documents.
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Schedule of proposed Subcontractors.
- T2.2-14 Site Establishment requirements

#### Agreement and Commitment by Tenderer:

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law

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- T2.2-19 Certificate of Acquaintance with Tender Document
  - T2.2-20 Service Provider Integrity Pact
  - T2.2-21 Supplier Code of Conduct
  - T2.2-22 Agreement in terms of Protection of personal information Act (POPIA)

### **1.3.2 Guarantees/Financial/Insurance:**

- T2.2-23 Insurance provided by the Contractor.
- T2.2-24 Form of Intent to provide a Performance Guarantee
- T2.2-25 Three (3) years audited financial statements latest.

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

### **2.3 C1.2 Contract Data**

### **2.4 C1.3 Forms of Securities**

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

### **2.6 C2.2 Bill of Quantities**

## T2.2-01: 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:	237 Mahatma Gandhi Road, Queens Warehouse	
On (date)	<b>08 May 2024</b>	Starting time: 10:00 am

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

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

Capacity .....

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

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

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

## T2.2-02: 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 **6EP or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

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 **6EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
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.

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## **T2.2-04: Evaluation Schedule - Management & CV's of Key Personnel (30)**

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - i. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
  - ii. Relevant experience - Experience in the design of electrical projects, specifically in the design, installation, testing, and commissioning of medium voltage electrical installation.

2. Comprehensive CV's must be attached to this schedule:

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

- i. Personal particulars
    - a. Name
    - b. Place (s) of tertiary education and dates associated therewith.
    - c. Professional awards
  - ii. Name of current employer and position in enterprise
  - iii. Overview of post graduate experience (year, organization and position)
  - iv. Outline of recent assignments / experience that has a bearing on the Scope of Works
3. CV's for all key persons proposed for the identified posts:

### **Electrical Engineer**

The Electrical Engineer should have at least 10 years of experience in the design of electrical projects, specifically in the design, installation, testing and commissioning of medium voltage electrical installation.

### **Protection Engineer**

The Protection Engineer at least 10 years of experience in the design, installation, testing and commissioning of medium voltage electrical installation.

### **Installation Electrician**

The Installation Electrician should have a minimum of 10 years working on medium voltage electrical installations.

List of Key Persons assigned to the above disciplines:

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Electrical Engineer		
2	Protection Engineer		
3	Installation Electrician		

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

<b>Score 0</b>	Bidder failed to submit CVs of all Key Personnel/ submitted less than Three (3)/Functionality is not met.
<b>Score 20</b>	Key staffs do not have suitable levels of relevant experience. Submitted all CVs of all key personnel indicating >3 but < 5 Years of relevant work experience for all Key personnel.
<b>Score 40</b>	Key staff has limited recommended levels of relevant experience. Submitted all CVs of all key personnel indicating $\geq 5$ but < 10 years of relevant work experience for all Key personnel.
<b>Score 60</b>	Key staff have acceptable levels of relevant experience. Submitted all CVs of all key personnel indicating $\geq 10$ but < 12 years of relevant work experience for all Key personnel.
<b>Score 80</b>	Key staff have acceptable levels of relevant experience. Submitted all CVs of all key personnel indicating $\geq 12$ but < 15 years of relevant work experience for all Key personnel.
<b>Score 100</b>	All Key staff have acceptable levels of relevant experience. Submitted all CVs of all key personnel indicating $\geq 15$ years of relevant work experience for all Key personnel

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

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## **T2.2-05: Evaluation Schedule: Health and Safety Management (30)**

### **Note to tenderers:**

Tenderer to submit the following required documents or required information to ensure health and safety compliance in terms of Scope of work:

### **1. Method Statement**

1. Scope of the work and hazards identified are aligned to risk assessment.
2. Minimum Personal Protective Equipment (PPE) required to complete the job
3. Personnel required and responsibilities.
4. Resources and equipment required.
5. Emergency procedures.

### **2. Baseline Risk Assessment** which as a minimum includes these elements:

1. Identify the risks and hazards to which persons may be exposed to.
2. Analysis and evaluation of identified risks/ hazards.
3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.
4. Defined Risk Assessment methodology in which risks are quantified.
5. Signed Risk assessment by 16.2 or Construction Manager or Construction Supervisor.

### **3. Policy, Organisation and Safety and Health Management Involvement**

1. Safety and Health Plan
2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director
3. Signed OHS Act 16.2 Appointee Letter
4. Signed relevant SHE legal appointees in terms of Construction Regulations applicable to the Project:
  - SHE Representatives
  - First Aiders
  - Risk Assessors
5. Company Safety, Health and Environmental organogram – include names of Legal appointments

**Please note: Tenderers are required to provide detailed *Policy, Organisation and Safety and Health Management Involvement*, Risk assessment and method statements for the categories as listed above. Each sub-category as listed will be 0**



**scored based on the linear scale below and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.**

The scoring of the Tender's Health and Safety criteria is as follows:

	<b>Baseline risk assessment</b> Must include these critical elements: <ol style="list-style-type: none"> <li>1. Identify the risks and hazards to which persons may be exposed to.</li> <li>2. Analysis and evaluation of identified risks/hazards.</li> <li>3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.</li> <li>4. Defined Risk Assessment methodology in which risks are quantified.</li> <li>5. Signed Risk assessment by 16.2 or Construction Manager or Construction Supervisor.</li> </ol>	<b>Method Statement</b> Must include these critical elements: <ol style="list-style-type: none"> <li>1. Scope of the work and hazards identified are aligned to risk assessment.</li> <li>2. Minimum Personal Protective Equipment (PPE) required to complete the job</li> <li>3. Personnel required and responsibilities.</li> <li>4. Resources and equipment required.</li> <li>5. Emergency procedures</li> </ol>	<b>Policy, Organisation and Safety and Health Management Involvement</b> Must include these critical elements: <ol style="list-style-type: none"> <li>1. Safety and Health Plan</li> <li>2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director</li> <li>3. Signe OHS Act 16.2 Appointee letter</li> <li>4. Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project:  <ul style="list-style-type: none"> <li>•SHE Representatives</li> <li>•First Aiders</li> <li>•Risk Assessors</li> </ul> </li> <li>5. Company Safety, Health and Environmental organogram – include names of Legal appointments</li> </ol>
<b>Points:</b>	<b>10</b>	<b>10</b>	<b>10</b>

The table below will be used as guidelines for scoring / evaluating the health and safety requirements submitted by the Tenderer:

	<b>Baseline Risk Assessment</b>	<b>Method Statement</b>	<b>Policy, Organisation and Safety and Health Management Involvement</b>

<b>Score 0</b>	<b>0=</b> No response or none of the key elements met.	<b>0=</b> No response or none of the key elements met.	<b>0=</b> No response or none of the key elements met.
<b>Score 20</b>	<b>20=</b> Tenderer has submitted a Risk Assessment with one (1) element met.	<b>20=</b> Tenderer has submitted a Method Statement with one (1) element met.	<b>20=</b> Tenderer has submitted a Policy with less than two (2) elements met.
<b>Score 40</b>	<b>40=</b> Tenderer has submitted a Risk Assessment with two (2) elements met.	<b>40=</b> Tenderer has submitted a Method Statement with two (2) elements met.	<b>40=</b> Tenderer has submitted a Policy with Two (2) elements met
<b>Score 60</b>	<b>60=</b> Tenderer has submitted a Risk Assessment with three (3) met.	<b>60=</b> Tenderer has submitted a Method Statement with three (3) elements met.	<b>60=</b> Tenderer has submitted a Policy with three (3) met.
<b>Score 80</b>	<b>80=</b> Tenderer has submitted a Risk Assessment with four (4) elements met.	<b>80=</b> Tenderer has submitted a Method Statement with four (4) elements met.	<b>80=</b> Tenderer has submitted a Policy with four (4) elements met.
<b>Score 100</b>	<b>100=</b> Tenderer has submitted a Risk Assessment with all five (5) elements met.	<b>100=</b> Tenderer has submitted a Method Statement with all five (5) elements met.	<b>100=</b> Tenderer has submitted a Policy with All five (5) elements met.



## **T2.2-06: Evaluation Schedule - Environmental Management (10)**

The Tenderer must review the following documents in preparation to meeting the environmental

- a) TNPA-ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP);
- b) TNPA-IMS-ENV-SOP-009.001 COVID-19 Health care waste management on construction sites;
- c) TNPA-ENV-STD-002 Rev 04 Standard Environmental Specifications (SES);
- d) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- e) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
  - TNPA list of approved waste services Contractors

1. The tenderer must provide evidence of their Environmental Management Plan (EMP).

**Attached submissions to this schedule:**

.....

.....

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

**1. Environmental Management Plan (EMP)**

<b>1.</b>	<p><b>Environmental Management Plan (EMP):</b></p> <p>The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project.</p> <p>The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.</p> <p>The EMP must include but not limited to the following elements:</p> <ol style="list-style-type: none"> <li>1. Dust Management.</li> <li>2. Noise control.</li> <li>3. Management of hazardous chemical and flammable substances.</li> <li>4. Pollution control and spill response.</li> <li>5. Waste Management.</li> <li>6. Environmental education and awareness.</li> <li>7. Housekeeping.</li> <li>8. Environmental Laws and Regulations relevant to the project.</li> <li>9. Occurrence management.</li> <li>10. Management responsibilities.</li> <li>11. Protection of sensitive/ no-go areas.</li> <li>12. Monitoring and reporting.</li> </ol>	<p>0=Environmental Management Plan (EMP) for the proposed activities not submitted and EMP submitted does not address any of the key elements required.</p> <p>20= Tenderer has submitted an EMP with one (1) - three (3) key elements met.</p> <p>40= Tenderer has submitted an EMP with four (4) - six (6) key elements met.</p> <p>60= Tenderer has submitted an EMP with seven (7) - nine (9) key elements met.</p> <p>80= Tenderer has submitted an EMP with ten (10) – twelve (12) key elements met.</p> <p>100= Tenderer has submitted an EMP with all thirteen (13) key elements met.</p>
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		<p>13. The EMP must include an environmental policy signed by Top Management which, as a minimum:</p> <ul style="list-style-type: none"><li>- Is appropriate given the purpose and context of the tenderer's business.</li><li>- Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.</li><li>- Includes a commitment to the protection of the environment, including prevention of pollution.</li><li>- Provides framework for setting environmental objectives; and</li><li>- Includes a commitment to continual improvement.</li></ul>	
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## T2.2-07: Evaluation Schedule: Previous Experience (20)

### Note to tenderers:

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

- A list of past / current similar works and must be accompanied by reference letter and completion certificate of each project stated.
- Traceable references to substantiate experience indicated (include Client name, contact details, project description, duration and contract value), Traceable reference will be a reference letter accompanied by a completion certificate and both must be on the company letterhead for whom the work/s was provided for.

### Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	
8	
9	

	<b>List of similar projects completed. (10)</b>	<b>Traceable references (15)</b>
<b>Score 0</b>	<b>0=</b> The Tenderer has not submitted the required information (Project list accompanied by reference letters) or is not relevant to the scope of work	<b>0=</b> The Tenderer has not submitted the required information or is not relevant to the scope of work/Functionality not met
<b>Score 20</b>	<b>20=</b> Tenderer has submitted less than three (3) projects relating to the scope of works.	<b>20=</b> Tenderer has submitted less than three (3) traceable references (Reference letter/s accompanied by completion certificate/s) relating to the scope of works for each project completed.
<b>Score 40</b>	<b>40=</b> Tenderer has submitted three (3) to four (4) projects relating to the scope of works.	<b>40=</b> Tenderer has submitted three (3) to four (4) traceable references (Reference letter/s accompanied by completion certificate/s) relating to the scope of works for each project completed.
<b>Score 60</b>	<b>60=</b> Tenderer has submitted five (5) to six (6) projects relating to the scope of works.	<b>60=</b> Tenderer has submitted five (5) to six (6) traceable references (Reference letter/s accompanied by completion certificate/s) relating to the scope of works for each project completed.
<b>Score 80</b>	<b>80=</b> Tenderer has submitted seven (7) to eight (8) projects relating to the scope of works.	<b>80=</b> Tenderer has submitted seven (7) to eight (8) traceable references (Reference letter/s accompanied by completion certificate/s) relating to the scope of works for each project completed.

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<b>Score 100</b>	<b>100=</b> Tenderer has submitted nine (9) or more projects relating to the scope of works.	<b>100=</b> Tenderer has submitted nine (9) or more traceable references (Reference letter/s accompanied by completion certificate/s) relating to the scope of works for each project completed.
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## T2.2-08: Evaluation Schedule: Programme (10)

### Note to tenderers:

#### Programme

The Tenderer details the proposed programme below or refers to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer must provide the proposed level 4 programme showing but not limited to the following:

- A level 4 construction Schedule. Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Schedule duration not exceeding 15 months.
- Ability to execute the works in terms of the Employer's requirements within fifteen (15) months' timeframes indicating, in a logical sequence, the order and timing of the construction that will take place in order to provide the works in a logical sequence..
- Dates when the Contractor will need access to any part of the Site, acceptances, plant and material, or works to be provided by the Employer.
- Starting Date, Key Dates, Planned Completion Date & Completion Date
- Provisions for Float and Risk Allowance.
- Programme to be on Microsoft Project/Primavera (if the Tenderer submitted a programme that is not on MS project/Primavera, it will not be considered and Tendered will be scored 0 for this section).

<b>item</b>	<b>Evaluation Criterion</b>	<b>Distribution</b>	<b>Weighting</b>
1	Schedule consist of Start Date and Completion date, and entire project duration is within 15 Months.	20%	10
2	Activities to be logically linked using critical path method (CPM). (Show critical path, predecessors and successors column)	20%	
3	Level 4 Schedule, key milestones and float	20%	
4	All activity durations to be realistic and can be measured in days, weeks and months (Show Duration Column) supported with cashflows, long lead items and basis of schedule document	20%	
5	Basis of Schedule Document	20%	



Item	No response	Very Poor	Poor	Acceptable response	Good Response	Excellent response	Weighting
	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100	<b>10</b>
1	No response or starting date and completion date not shown	Starting date and completion date is shown and duration within 17 months and above.	Starting date and completion date is shown and duration is 16 months	Starting date and completion date is shown and duration is 15 months	Starting date and completion date is shown and duration is 14 months	Starting date and completion date is shown and duration is 13 months or less	20%
2	No response or schedule does not link activities using CPM.	All activities on critical path are partially linked using CPM and open ends in Predecessors and Successors (Show critical path, Predecessors and Successors Column on gantt Chart	All activities on critical path are partially linked using CPM and have predecessors and open in Successors (Show critical path, Predecessors and Successors Column on gantt Chart	All activities on critical path are properly linked using CPM and <b>no open ends in between Predecessor and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart)	All activities on critical path are properly linked using CPM and <b>no open ends in between Predecessor and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart).	All activities on critical path are properly linked using CPM and <b>no open ends in between Predecessor and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart). <b>All</b> activities on the programme are linked and <b>WBS</b> is provided.	20%
3	No response or schedule is not level 4, 3, and 2.	The schedule is partial complete (Level 2)	The schedule is detailed (Level 3)	The schedule is complete and detailed (Level 4)	The schedule is complete and detailed (Level 4) and <b>key milestones</b> have been submitted	The schedule is complete and detailed (Level 4), and schedule consist of <b>Float</b> and <b>key milestones</b>	20%
4	No response	Some activities durations are broken down to <b>Months</b> (Show duration column)	Some activities durations are broken down to <b>Months</b> and <b>Weeks</b> (Show duration column)	All activities duration to be realistic and are broken down to <b>Months, Weeks and Days</b> (Show duration column)	All activities duration is broken down to <b>Days</b> (Show duration column) and the schedule is supported with a <b>cash flow forecast</b> and <b>list of long lead items</b>	All activities duration to be realistic and are broken down to <b>Days</b> (Show duration column) and the schedule is supported with a <b>cash flow forecast, list of long lead items</b> and <b>basis of schedule document</b>	20%
5	No response	Basis of schedule covering only one (1) element i.e Assumptions used in developing the schedule.	Basis of schedule covering two (2) to three (3) elements i.e Assumptions used in developing the schedule, Path of Execution/Execution Sequence, key dates and risk allowance applied.	Basis of schedule covering four (4) to five (5) elements i.e Assumptions used in developing the schedule, Path of Execution/Execution Sequence, key dates, critical path, risk allowance applied and issues & concerns	Basis of schedule covering six (6) to seven (7) elements i.e Assumptions used in developing the schedule, Path of Execution/Execution Sequence, key dates, critical path, risk allowance applied. issues & concerns and list of identified risk with mitigation measures	Basis of schedule covering eight (8) and above element i.e Assumptions used in developing the schedule, Path of Execution/Execution Sequence, key dates, critical path, risk allowance applied. issues & concerns, list of identified risk with mitigation measures and Opportunities	20%



## T2.2-09: Authority to submit a Tender.

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_  
acting in the capacity of \_\_\_\_\_, to sign all documents in  
connection with the tender offer for Contract \_\_\_\_\_ and any contract  
resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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



**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



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

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

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
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6		
7		
8		
9		
10		
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13		
14		
15		





## T2.2-13: Schedule of Proposed Subcontractors

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

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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



## T2.2-15 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>B-BBEE Status Level of Contributor 1 or 2 (10)</b>	
<b>30% Women Owned Entities (10)</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10.00
30% Women Owned Entities	10.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

### EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dtic.gov.za/economic_empowerment/bee_codes.jsp">www.dtic.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

3.3 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.

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



- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

**4. BID DECLARATION**

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

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

- 5.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**6. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

- 6.1.1 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"/>
-----	--------------------------	----	--------------------------





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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

7.8 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise,

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



- 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

Do you, or any person

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

- 2.2.1 If so, furnish particulars:  
 .....  
 .....

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

- 2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit

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



- 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





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

**[..... 2020]**



**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

## T2.2-17: RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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



6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

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

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

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNATURE OF TENDER

## T2.2-19 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

## **T2.2-20 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through

which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
  - a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement

to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:



a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of

Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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

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



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

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

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

Signature .....

Date .....

## **T2.2-21 : Supplier Code of Conduct**

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

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

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

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

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

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

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



- Gain an improper advantage.

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

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

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

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

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

### ***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

**XXXXX (Pty) Ltd**

(Operator)

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

#### **AS WITNESSES:**

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

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

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

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

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

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



## T2.2-24: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date



---

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....



## 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:

#### **Design, Supply, Install, and Commission new dual 11/6.6kV Mini Substations at various areas in the Port of Durban.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(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

Transnet National Ports Authority

Tender Number: TNPA/2023/07/0002/34490/RFP

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

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*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).

Transnet National Ports Authority  
Tender Number: TNPA/2023/07/0002/34490/RFP  
Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

---

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		

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.

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

# 1

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X1 Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X5 Sectional Completion</b> <b>X7 Delay Damages</b> <b>X13 Performance Bond</b> <b>X18: Limitation of liability</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority</b> <b>237 Mahatma Gandhi, Queens Warehouse Building</b> <b>PO Box 1027, Durban, 4001</b>
10.1	The <i>Project Manager</i> is: (Name) <b>TBA</b>
	Address <b>TBA</b>
	Tel <b>TBA</b>
	e-mail <b>TBA</b>
10.1	The <i>Supervisor</i> is: (Name) <b>TBA</b>
	Address <b>TBA</b>
	Tel No. <b>TBA</b>
	e-mail <b>TBA</b>
11.2(13)	The <i>works</i> are <b>Design, Supply, Install and Commission of twenty (20) new dual 11/6.6 kV mini substations at Various locations in the Port of Durban.</b>
11.2(14)	The following matters will be included in the Risk Register <ol style="list-style-type: none"> <li><b>1. Working in a fully operational area.</b></li> <li><b>2. Site Occupations</b></li> <li><b>3. Unforeseen damage to existing unknown underground services.</b></li> <li><b>4. Inclement Weather.</b></li> <li><b>5. Traffic Congestion</b></li> </ol>
11.2(15)	The <i>boundaries of the site</i> are <b>Port of Durban extending from Point to Bluff Precinct</b>
11.2(16)	The Site Information is in <b>Part C4</b>

11.2(19)	The Works Information is in	<b>Part C3</b>						
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>						
13.1	The <i>language of this contract</i> is	<b>English</b>						
13.3	The <i>period for reply</i> is	<b>two (2) weeks</b>						
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>						
<b>3</b>	<b>Time</b>							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 March 2025</b>						
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><b>1 DESIGN, SUPPLY, INSTALL, AND COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS AT VARIOUS LOCATIONS IN THE PORT OF DURBAN</b></td> <td><b>TBA</b></td> </tr> </tbody> </table>	<i>Condition to be met</i>	<i>key date</i>	<b>1 DESIGN, SUPPLY, INSTALL, AND COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS AT VARIOUS LOCATIONS IN THE PORT OF DURBAN</b>	<b>TBA</b>		
<i>Condition to be met</i>	<i>key date</i>							
<b>1 DESIGN, SUPPLY, INSTALL, AND COMMISSION OF TWENTY (20) NEW DUAL 11/6.6 KV MINI SUBSTATIONS AT VARIOUS LOCATIONS IN THE PORT OF DURBAN</b>	<b>TBA</b>							
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th><b>Part of the Site</b></th> <th><b>Date</b></th> </tr> </thead> <tbody> <tr> <td><b>1 Approval of the SHE File</b></td> <td><b>TBA</b></td> </tr> <tr> <td><b>2 Attendance of the induction process / issuing of induction cards.</b></td> <td><b>TBA</b></td> </tr> </tbody> </table>	<b>Part of the Site</b>	<b>Date</b>	<b>1 Approval of the SHE File</b>	<b>TBA</b>	<b>2 Attendance of the induction process / issuing of induction cards.</b>	<b>TBA</b>
<b>Part of the Site</b>	<b>Date</b>							
<b>1 Approval of the SHE File</b>	<b>TBA</b>							
<b>2 Attendance of the induction process / issuing of induction cards.</b>	<b>TBA</b>							
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>two (2) weeks of the Contract Date.</b>						
31.2	The <i>starting date</i> is	<b>TBA</b>						
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>two (2) weeks.</b>						
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.							
<b>4</b>	<b>Testing and Defects</b>							

42.2 The *defects date* is **fifty-two (52) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **two (2) weeks**

## 5 Payment

50.1 The *assessment interval* is **twenty fifth (25<sup>th</sup>) day of each successive monthly on the month.**

51.1 The *currency of this contract* is **South African Rand.**  
the

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 *interest rate* is **the prime lending rate of Rand Merchant Bank (RMB) of South Africa.**

## 6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**  
  
**the number of days with rainfall more than 10 mm**  
  
**the number of days with minimum air temperature less than 0 degrees Celsius**  
  
**the number of days with snow lying at 08:00 hours South African Time**  
  
**and these measurements: mm**

The place where weather is to be recorded (on the Site) is: **Port of Durban**

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

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





Transnet National Ports Authority

Tender Number: TNPA/2023/07/0002/34490/RFP

Description of the Works: Design, Supply, Install, and Commission of Twenty (20) new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>



Transnet National Ports Authority

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

84.1

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**



- 
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor.**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 5 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

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

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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract.</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both Parties will agree as and when a dispute arises. If the Parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairperson of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, KwaZulu Natal, South Africa</b>

The person or organisation who will choose an arbitrator

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

**The Chairperson of the Association of Arbitrators (Southern Africa)**

**12 Data for secondary Option clauses**

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

**X5 Sectional Completion**

X5.1 The *completion date* for each *section* of the *works* is:

<i>Section</i>	<i>Description</i>	<i>Completion date</i>
<b>1</b>	<b>Handover of completed first batch mini substations.</b>	<b>30 Aug 2024</b>
<b>2</b>	<b>Handover of completed second batch mini substations.</b>	<b>28 Feb 2025</b>
<b>3</b>	<b>Handover of completed fourth batch mini substations.</b>	<b>30 June 2025</b>

**X5 & X7 Sectional Completion and delay damages used together**

X7.1 Delay damages for late  
X5.1 Completion of the *sections* of the *works* are:

<i>Section</i>	<i>Description</i>	<i>Amount per day</i>
----------------	--------------------	-----------------------

Transnet National Ports Authority

Tender Number: TNPA/2023/07/0002/34490/RFP

Description of the Works: Design, Supply, Install, and Commission of Twenty (20) new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

<b>1</b>	<b>DESIGN, SUPPLY, INSTALL, AND COMMISSION NEW DUAL 11/6.6 KV MINI SUBSTATIONS AT VARIOUS LOCATIONS IN THE PORT OF DURBAN</b>	<b>R5000.00</b>
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Remainder of the *works*

**X13 Performance Bond**

X13.1	The amount of the performance bond is	<b>5% of the total of the Prices</b>
-------	---------------------------------------	--------------------------------------

**X18      Limitation of liability**

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

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

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**Z3 Additional clauses relating to Joint Venture**

**Z3.1 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.**

## Z3.2

**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*.**

## Z4 **Additional obligations in respect of Termination**

### Z4.1

**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)**



## **Z4.2 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"**

## **Z4.3**

**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

## **Z5 Right Reserved by the Employer to Conduct Vetting through SSA**

### **Z5.1**

**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.**

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**Z6 Additional Clause Relating to Collusion in the Construction Industry**

**Z6.1** 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.

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**Z7 Protection of Personal Information Act**

**Z7.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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## 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:	

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

## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

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

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

Option X13: Performance bond

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

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

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

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



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

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

Transnet SOC Ltd  
C/o Transnet National Ports Authority  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

**Performance Bond for Contract No. ....**

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

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

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

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

I/We the undersigned \_\_\_\_\_  
on behalf of the  
Guarantor \_\_\_\_\_  
of physical address \_\_\_\_\_  
\_\_\_\_\_

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

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



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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

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



## PART 2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option B	2-4
C2.2	The <i>bill of quantities</i>	5-8

## 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, April 2013 (ECC3) 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.

(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 ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for

Transnet National Ports Authority

Tender Number: TBA

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

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

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

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

## 2.2. General assumptions

- 2.2.1. 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.
- 2.2.2. 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.
- 2.2.3. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.4. 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.
- 2.2.5. 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.
- 2.2.6. 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.

Notes:

- 2.2.7. The tenderer must ensure that the mini substations are priced considering the technical specifications as outlined by the Employer. The tenderer must submit the data sheets for the mini substations selected.

The tenderer must submit the calculations and motivations complete with curves supporting verification of the desired backup time for each mini substations as per the specified batteries. Backup time shall be calculated based on MINI SUBSTATIONS full load and minimum ambient temperature of 25 degrees up to 30 degrees.

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

## 2.4. Amplification of or assumptions about measurement items

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



## C2.2 the *bill of quantities*

ITEM NO	DESCRIPTION	PAGE	AMOUNT
A	PRELIMINARIES AND GENERAL	6	R
B	SITE CLEARANCE	6	R
C	DESIGN, SUPPLY, INSTALLATION OF THE MINI-SUBSTATIONS	7 - 8	R
<b>Amount carried forward to form of Offer and Acceptance</b>			R

Transnet National Ports Authority

Tender Number: TBA

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>PRELIMINARY &amp; GENERAL</u></b>				
	<b><u>Preambles</u></b> Fixed preliminary items will be valued and paid on a proven cost basis.  Time related preliminary items may relate to fixed preliminary items and items not listed and expressed as a sum and will be pro-rated against value of construction items completed.				
<b>A1</b>	<b><u>FIXED CHARGE ITEMS</u></b>				
A1.1	Tools and equipment	Sum	1		
A1.2	Access to site	Sum	1		
A1.3	Comply with all Health and Safety Requirements, including Safety File.	Sum	1		
<b>A2</b>	<b><u>TIME-RELATED ITEMS</u></b>				
A2.1	Supervision for the duration of construction	Month	6		
	<b>SUB-TOTAL A</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	<b><u>SECTION B</u></b>				
<b>B</b>	<b><u>SITE CLEARANCE</u></b>				
B1.1	Disconnect all existing MV and LV supply and feeder cables as per works information part C3.	each	17		
B1.2	Removal of the existing mini substation and transport it to PSS depot (1 Kuwait Road, Durban)	each	17		
B1.3	Remove the existing concrete plinth and concrete slabs from each site.	each	17		



Transnet National Ports Authority

Tender Number: TBA

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<b>C.1</b>	<b>DESIGN, SUPPLY, INSTALLATION OF THE MINI-SUBSTATION</b>				
C1.1	Factory Acceptance Testing (FAT) including travel costs and accommodation for two people if the FAT is conducted out of Durban.	each	20		
C1.2	Design, supply, install, test and commission a new 315 kVA, dual 11 / 6.6 kV / 400 V vacuum mini substation in accordance with TPD-008MinisubSPEC, SANS 10142 and as per the attached single line diagram PEB 337 – 347.	each	11		
C1.3	Assessment of existing faulty 315 kVA mini substation and provide detailed report of the findings.	each	1		
C1.4	Design, supply, install, test and commission a new 500 kVA, dual 11 / 6.6 kV / 400 V vacuum mini substation in accordance with TPD-008MinisubSPEC, SANS 10142 and as per the attached single line diagram PEB 355. The Minisub shall be provided with the fully populated low voltage compartment comprising of three (3) of 160A,20kA MouldedCase Circuit Breakers and two (2) of 20A, Miniature Circuit breakers in addition to the Mains LV circuit 800A, 20kA, MCCB.	sum	1		
C1.5	Design, supply, install, test and commission a new 630 kVA, dual 11 / 6.6 kV / 400 V vacuum mini substation in accordance with TPD-008MinisubSPEC, SANS 10142 and as per the attached single line diagram PEB 348 and 350 – 351.	each	3		
C1.6	Design, supply, install, test and commission a new 1000 kVA, dual 11 / 6.6 kV / 400 V vacuum mini substation in accordance with TPD-008MinisubSPEC, SANS 10142 and as per the attached single line diagram PEB 356 – 357.	each	3		
C1.7	Design, supply and test new 1250 kVA, dual 11 / 6.6 kV / 400 V vacuum mini substation in accordance with TPD-008MinisubSPEC, SANS 10142 and as per the attached single line diagram PEB 352.	each	2		
C1.8	Design, supply and install precast concrete plinth according to the mini substation size and weight.	each	18		
C1.9	Supply and install a new termination kit for the existing 35 $mm^2$ XLPE 3 core cables at each 315 kVA Island View mini substations. Termination kit spec type shall be proposed by the contractor in coordination with the proposed bushing.	each	22		
C1.10	Supply and install a new termination kit for the existing 70 $mm^2$ XLPE 3 core cables at each 1000 kVA for R berth and Fynnland mini substations. Termination kit spec type shall be proposed by the contractor in coordination with the proposed bushing.	each	3		
C1.11	Supply and install a new termination kit for the existing 95 $mm^2$ XLPE 3 core cables at each 630 kVA NMPP mini substation. Termination kit spec type shall be proposed by the contractor in coordination with the proposed bushing.	each	1		
C1.12	Supply and install a new termination kit for the existing 70	each	4		



Transnet National Ports Authority

Tender Number: TBA

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	$mm^2$ XLPE 3 core cables at each 630 kVA Congella mini substations. Termination kit spec type shall be proposed by the contractor in coordination with the proposed bushing.				
C1.13	Supply and install a new termination kit for the existing 150 $mm^2$ XLPE 3 core cables at each 1000 kVA Kingsrest mini substation. Termination kit spec type shall be proposed by the contractor in coordination with the proposed bushing.	each	2		
C1.14	VLF testing of existing MV supply cables. Test reports to be submitted to <i>Employer</i> .	each	32		
C1.15	Verification and testing of the existing earth mat on each site. Test reports to be submitted to <i>Employer</i> .	each	17		
C1.16	Wiring of the low-voltage cables in accordance with SANS 10142-1. Refer to Annexure B – Single Line Diagram.	each	18		
C1.17	Issuing of Certificate of Compliance.	each	20		
C1.18	Supply and install 315 kVA transformer	each	1		
C1.19	Supply 1000 $mm^2$ single core XLPE low voltage cable	meter	300		
C1.20	Supply 150 $mm^2$ , three core, SWA XLPE medium voltage copper cable.	meter	1500		
C1.21	Perform protection settings by a Professional certified Protection Engineer.	each	18		
C1.22	Supply danger warning signs & Labelling	sum	18		
	<b>SUB-TOTAL B</b>				R
<b>SUB TOTAL A1 - PRELIMINARY AND GENERAL</b>					
<b>SUB TOTAL B1 - SITE CLEARANCE</b>					
<b>SUB TOTAL C1 - DESIGN, SUPPLY, INSTALLATION OF THE MINI- SUBSTATION</b>					
<b>CONTINGENCIES (10%)</b>					
<b>TOTAL PRICES</b>					





Transnet National Ports Authority

Tender Number: TNPA/2023/07/0002/34490/RFP

Description of the Works: Design, Supply, Install, and Commission new Dual 11/6.6kV Mini Substations at various areas in the Port of Durban for a period of fifteen (15) months.

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
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C3.2	<i>Contractor's Works</i>	.....
<b>Total number of pages</b>		.....



## C3.1 EMPLOYER'S WORKS INFORMATION

### Contents

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

Port of Durban is supplied with electricity from eThekweni Municipality then distributes to various entities in the Port via an internal electrical network that is owned and maintained by the Port. The electrical network consists of various electrical equipment located in different precincts within the Port of Durban boundary i.e. Point, Maydon Wharf, Bayhead and Island View

Some of the existing mini substations have been in service for more than 20 years and are oil type 6.6 kV, therefore, an upgrade is required as they are close to exceeding their design capacity (cannot accommodate future additional loadings). Oil type mini substation require regular maintenance and the spares are difficult to procure, thus making them unreliable and not cost effective.

The *works* that the *Contractor* is to perform *entails* the supply and installation of twenty (20) new dual 11 / 6.6kV/400V vacuum sealed circuit breaker (VCB) Coastal type mini substations at various locations in the Port of Durban in accordance with *Employer's* mini substation specification TPD-008 (Annexure A) and SANS 10142. The *Contractor* shall be responsible for the supply installation, testing, commissioning, and handing over in proper working condition the complete electrical installation of the dual 11/ 6.6kV/400V mini substations. The *Contractor* shall be responsible for the removal of all existing 6.6 kV mini substations as listed in the site information part C4 document.

#### 1.2 *Employer's* objectives

The *Employer's* objective is to enter into an *Engineering Construction Contract (ECC)* with the *Contractor* to design, supply, install, and commission (twenty) 20 new dual 11 / 6.6 kV vacuum-sealed mini substations at various locations in the Port of Durban. The *Contractor* is to remove and deliver the existing 6.6 kV mini substations to Power Supplies and Services (PSS) depot.

#### 1.3 *Interpretation and terminology*

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
TNPA	Transnet National Ports Authority
PSS	Power Supply Services
ACB	Air Circuit Breaker
MCCB	Moulded Case Circuit Breaker
MCB	Miniature Circuit Breaker
COC	Certificate of Compliance
IP	Ingress Protection
FAT	Factory Acceptance Testing
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan



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CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
IEC	International Electrotechnical Commission
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

- 2.1.1 The Employer will provide the Single Line Diagrams (SLD) to the Contractor for design of all the mini substations to be manufactured for areas listed in the site information part C4 document.
- 2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

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

- 2.2.1 The *Contractor* is required to design the new mini substations as per single line diagram (SLD) on Annexure B and submit shop drawings to *Employer* for acceptance prior to the delivery of equipment to site.
- 2.2.2 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*:
- 2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.



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

2.3.1 The *Contractor* shall address the following procedures:

2.3.2 Not applicable as the *Contractor* is using the *Employer's* design as set out in the drawings listed under Annexure B of this Works Information, However, *Contractor* is required to submit shop drawings and conduct Factory Acceptance Testing (FAT) prior to the delivery of all the manufactured mini substations.

## 2.4 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 included in Annexure 1 (Refer DOC-STD-0001).

## 2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design must comply with Employer's mini substation specification TPD-008 (Annexure A) and SANS 10142.

## 2.6 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 for any purpose in connection with the construction, reconstruction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the *Contractor*.

## 2.7 Design of Equipment

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

The *Contractor* shall submit shop drawings for the low voltage switch gear which will be done according to SLD (Annexure B).

## 2.8 Equipment required to be included in the works

2.8.1 Refer to Pricing Data, Option B. Part C2 document.

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

2.9.1 The *Contractor* provides the following:

- As-Built drawings to be signed off by the Construction Manager and the *Employers* representative.
- In Providing the Services (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the Employer's Document Submission.



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- As-Built drawings to be signed off by the Construction Manager and a TNPA representative.
- The Contractor will prepare the final As-Built drawings within 14 days of receiving the accepted red line drawings from the Employer.
- Certificate of Compliance (COC)

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

The *Contractor* to submit As-built drawings for all mini substations which must include all of the dimensions, indicators, circuit breaker ratings. It should also include every change made during construction without planning beforehand.

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

All maintenance, fault localising and operating manuals shall be submitted to the *Project Manager* at handover. The Contractor issues the manuals in both hardcopy and electronic copy. Unless otherwise stated, the required number of copies of all As Built/Final/Data Packs shall be:

3 x hard copies

3 x USB with Adobe Acrobat (.pdf) and "Native" formats

The *Contractor* shall follow the below format when filing the operating manuals

Project Name

Manual Title, e.g., Installation, Maintenance and Operating Manual

Manual Numbering (e.g., Volume 1 of 2, etc.)

Contract Number/Package No.

*Contractor* Name

## 3 Construction

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

3.1.1 The new dual 11/6.6 kV/400V mini substations shall be installed in various areas in the Port of Durban. Employers' representative will arrange access to areas where the works need to be conducted. The Contractor shall have his own transport to site, Cutler shall issue access cards to all Contractors personnel who will be working on this project.

The Contractor is responsible for compliance of the provision of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as well as the application of General Administration Regulations 13 to the employees of TNPA who visit the site.

All Contractor's personnel who will be working on this project shall undergo induction conducted by TNPA and Cutler representatives. All Contractor's personnel shall always carry their identity cards and wear their uniform bearing their Employer's name or colour code to be easily identifiable as being employed by the company concerned. Contractor to adhere to the stipulated speed limits which is strictly 30 km/h when driving within the Island View Complex.

The Contractor shall keep daily records of his/her people on the site and working areas (including Sub Contractors) with access to such daily records available for inspection by the Employer at all reasonable times.



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3.1.2 The *Contractor* complies with the following:

- The *Contractor* shall report to the Project Manager when they are arriving and leaving site so that access to the substation can be granted.
- The *Contractor* shall have a designated supervisor as there will be working close by live high voltage switch gear.
- The *Contractor* shall apply for work permit which will be issued by TNPA Control after testing of circuit conductors to establish that they are not live.

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

A *Contractor* shall ensure that, so far as is reasonably practicable, the construction site is secured from unauthorised access. This includes ensuring the site or the work area is secure prior to leaving, especially if hazards are present.

- The *Contractor* shall provide the construction notice board on site with following:
  - Name of the project:
  - Duration of the project
  - Site address:
  - Principal contractors name and contact person's name Contact phone number (contactable 24/7).
- The *Contractor* shall provide warning signage has been erected to warn potential intruders of security measures that have been implemented on site

3.1.4 The *Contractor* complies with the following;

The *Contractors* personnel who will be working on this project shall undergo an induction conducted by TNPA representative before occupying TNPA premises

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

The *Contractor* may not engage in any construction work construction to occur,

- before 08h00 and after 16h00 from Monday to Friday; and
- at any time on weekends or public holiday, except—permission is granted by TNPA, or work needs to be undertaken to limit disruption on operations.

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

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





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- 08h00 and after 16h00 from Monday to Friday
- No work to be conducted on weekends or public holiday unless TNPA granted permission and specified times.

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

3.1.8 Health and safety facilities on Site

- The *Contractor* shall comply with all the requirements of SHE specification and all relevant statutory requirements.
- No facilities shall be provided by the *Employer*. The *Contractor* may make the necessary arrangements with the relevant Transnet Supervisor to make use of ablution facilities that might be on or near the site.
- The *Contractor* shall make his own arrangements for provision of telephones on Site at his own cost, should the *Contractor* deem it necessary.
- The *Employer* will provide area for the Site establishment.

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

The *Contractor* shall comply with all the requirements of the EMP and all other statutory requirements.

3.1.10 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*,

The *Contractor* shall comply with all the requirements of the Transnet CEMP document and all other statutory requirements.

3.1.11 Title to Materials from demolition and excavation

The existing mini substations be decommissioned shall be transported from site to Power Supplies and Services Depot at 1 Kuwait Road, Durban.

3.1.12 Cooperating with and obtaining acceptance of others

The *Contractor* shall not interfere with high voltage switch gear and the switching of the low voltage switch gear will be performed by TNPA Control. The *Contractor* will conductor work in the substation once the permit is issued by TNPA Control

3.1.13 The *Contractor* provides a project notice board on site which will have information mentioned in 3.1.3 in this Work information.

3.1.14 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*.

3.1.15 *Contractor's* Equipment



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The *Contractor shall* make use of SANS approved tools, equipment and plants and material. Test certificates shall be given to the *Project Manager* on request.

3.1.16 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.

3.1.17 Equipment provided by the *Employer*

No equipment that will be provided by the *Employer*.

3.1.18 Site services and facilities:

- No facilities shall be provided by the *Employer*. The *Contractor* may make the necessary arrangements with the relevant Transnet Supervisor to make use of ablution facilities that might be on or near the site.
- The *Contractor* shall provide everything else necessary for executing the project.

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

- The *Employer* will provide area for the Site establishment.
- The *Employer* will provide in the temporary power supply and water if required by the *Contractor*.

3.1.20 Wherever the *Employer* provides facilities (including, temporary power, water, waste disposal, 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*.

3.1.21 Facilities provided by the *Contractor*:

- All the facilities that will be provided by the *Contractor* shall comply with OHSAct 85 Of 1993.
- After the completion of the project the *Contractor* shall remove all facilities that they provided.

3.1.22 Existing premises, inspection of adjoining properties and checking work of others

The *Contractor* is required to take the following special precautions whilst executing the works:

- Barricades between the work area and the remainder of the plant (if used) are kept in place and are respected at all times by the *Contractor's* staff,
- All existing services in the area of the works will be operational during the period of the contract and at no time will the *Contractor* be permitted to move or disturb these services.
- It is a requirement of the contract that the *Contractor* perform the works within the constraints of these services.
- The *Contractor* ensures that all plant and associated systems are protected from sustaining damage, of any form whatsoever, during the works.



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- The Contractor ensures that all existing services such as cables; instrumentation; cable trays; fire barriers and pipe work that may be damaged during installation have been identified and where possible relocated away from possible harm. However, due to the limited space available such relocation of services may be impractical and could still result in restricted working space available to the *Contractor*.

#### 3.1.23 Excavations and associated water control

No excavations that the *Contractor* will perform

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

Before moving equipment onto the site and working areas and commencing operations, the *Contractor* shall submit his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

#### 3.1.25 The *Contractor* complies with the following:

Refer to the SHE specification, EMP and any other statutory requirements.

#### 3.1.26 Sequences of construction or installation

The *Contractor* will be required to submit project schedule on how work will be executed with minimal disruption on the operations as the existing equipment is currently operational.

#### 3.1.27 The *Contractor* complies with the following:

The *Contractor* shall acquire access to areas where the works need to be conducted. The *Contractor* shall have his own transport to site, Cutler shall issue access cards to all *Contractors* personnel who will be working on this project.

#### 3.1.28 Giving notice of work to be covered up during decommissioning of the existing equipment, installation, commissioning of new equipment.

### 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.

- On completion of the tests, a full test report shall be issued. The report shall contain all measurements and results for the test.
- The *Project Manager* cannot certify Completion until all the work required 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.



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Item of work	To be completed by
Factory Acceptance Test	Contractor to schedule date
As built drawings of low voltage switchgear	On the day of handover
Operating and maintenance manuals	On the day of handover
Certificate of Compliance (COC)	Within 7 days after Completion

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

Repair defects identified within the guarantee/warranty period.

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

No sections of the low voltage switchgear will be not used before completion of the project. The switch gear will be used once is commissioned, tested, and handed over to the *Employer*.

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:

*Employer* will not use any part of the works before completion.

3.2.5 Materials facilities and samples for tests and inspections

The *Contractor* shall provide all the materials facilities and samples required to complete the works.

The Contractor shall schedule for Factory Acceptance Testing after manufacturing of the new dual 11/6.6 kV mini substations. The FAT to be conducted at *Contractor's* workshop in the presents of the *Project Manager* and other TNPA representatives.

3.2.6 The *Contractor* provides the *Employer* with the workshop and made available for FAT for the *Contractor* to perform his tests and inspections.

3.2.7 Commissioning

- The *Contractor* shall test phase rotation on the cables prior to termination of the cables.
- The *Contractor* shall submit commissioning plan to Project Manager for approval. Commissioning will be done after approval of commissioning plan.

3.2.8 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

The *Contractor* shall apply for PTW (permit to work) for starting electrical testing and commissioning. PTW will be signed by all parties.

Below are pre – commissioning procedure but not limited.

- Ensure spacing between cables is as per approved drawings and TNPA specification.
- Check cable identification and labelling as per schedules.
- Bending radius is per manufacturer recommendations.
- Make sure that the glanding and gland Earthing complete, and approval is available.
- No physical damages to switchgear and all connected cables.

3.2.9 Start-up procedures required to put the *works* into operation.



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In order to put the works into operation the *Employer* shall require the *Contractor* to conduct all the tests and commissioning activities required. The *Project Manager* in conjunction with the *Contractor* shall conduct inspections before the *Contractor* is allowed to put on works into operation. Works will only be put into operation, when all the performance tests has been witnessed by the *Project Manager*.

#### 3.2.10 Takeover procedures

Takeover of The Works will be in accordance NEC ECC3 completion certification.

3.2.11 The *Contractor* ensures that the documentation as described under paragraph 2.9 of the *Works Information* is presented to the *Project Manager* before completion.

3.2.12 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the electrical instrumentation, general layout as appropriate status of the completed works to present to the *Employer*.

3.2.13 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and operating manuals as appropriate at the earlier of take-over or completion.

3.2.14 Where the *Contractor* has presented [state Maintenance and Operating Manuals as appropriate to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to completion.

3.2.15 Access given by the *Employer* for correction of defects.

The *Project Manager* will arrange with the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a defect. After the works have been put into operation. The *Contractor* will be required to attain working permit before working on low voltage switch gear.

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

Where the *Project Manager* arranges access for the *Contractor* after completion:

The *Employer* impose the same site access / egress restrictions as communicated elsewhere under *Employer's Works Information* at the starting date / access date stated under contract data.

3.2.17 Training and technology transfer

Where applicable, the *Employer* requires the *Contractor* to provide training in the use and maintenance of the works or any associated transfer of technology from him to the *Employer's* representatives.



## 4 Plant and Materials Standards and Workmanship

### 4.1 Electrical & mechanical engineering works

#### ISLAND VIEW MINI SUBSTATIONS UPGRADE.

- 4.1.1 The *Contractor* shall submit shop drawings for all the 11 x 315 kVA dual 11/6.6 kV/400V mini substation for the *Employer's* acceptance prior to execution of the works.
- 4.1.2 Remove all existing oil type 50 kVA mini substations in a sequential method as stipulated by the *Employer* on site.
- 4.1.3 Disconnect all existing MV supply cables and LV feeder cables.
- 4.1.4 Design, supply, install, test, and commission 11 x 315 kVA dual 11/6.6 kV/400V mini substation as per Single Line Drawing SLD, PHB 337 – 347 in Annexure B.
- 4.1.5 Design and supply 11 x concrete plinth as a base for the 315 kVA mini substations. The proposed plinth design shall be coordinated with the proposed new 315 kVA mini substations specifications (weight, cables entries/exit and dimensions) by the *Contractor*.
- 4.1.6 Supply new termination kit for existing 35mm<sup>2</sup> XLPE 3 core 6.6 kV supply cables, (each mini substation has 2 x 35mm<sup>2</sup> MV supply cables). The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.
- 4.1.7 VLF testing of existing MV supply cables and provide test reports thereof.
- 4.1.8 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.
- 4.1.9 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.
- 4.1.10 The *Contractor* shall test, commission, and handover - Issue a Certificate of Compliance (C.O.C) upon completion of the works.



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## **NMPP MINI SUBSTATION UPGRADE**

### **Decommissioning of existing 500 kVA mini substation**

4.1.11 Disconnect all existing MV supply cables and LV feeder cables.

4.1.12 Remove existing 500 kVA mini substation as stipulated by the *Employer* on site and transport to Power Supplies Services depot (1 Kuwait, road).

### **Installation of the new 630kVA mini substation**

4.1.13 *Contractor* shall submit shop drawings for 630 kVA dual 11/6.6 kV/400V mini substation for the *Employer's* acceptance prior to execution of the works.

4.1.14 Design, supply, install, testing and commission 630 kVA dual 11/6.6 kV/400V mini substations as per SLD, PHB 348 in Annexure B.

4.1.15 Design and supply concrete plinth as a base for the 630 kVA mini substation. The proposed plinth design shall be coordinated with the proposed new 630 kVA mini substation specifications (weight, cables entries/exit and dimensions) by the *Contractor*.

4.1.16 Supply new termination kit for existing 95mm<sup>2</sup> XLPE 3 core 6.6 kV supply cable. The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.

4.1.17 VLF testing of existing MV supply cable and provide test reports thereof.

4.1.18 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.

4.1.19 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.

4.1.20 The *Contractor* shall test, commission, and handover - Issue a C.O.C upon completion of the works.

### **Assessment and repairs of the 315 kVA mini substation**

4.1.21 Collect the existing faulty 315 kVA mini substation from Power Supplies Services depot (1 Kuwait, road) to conduct full assessment and issue report with test results. Upon acceptance of the report by *Employer*, the *Contractor* shall conduct the required repairs based on the outcome of the assessment.

4.1.22 The *Contractor* shall conduct all the required tests on the repaired 315 kVA mini substation and provide the Certificate of Compliance.



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### **CONGELLA MINI SUBSTATIONS UPGRADE**

- 4.1.23 *Contractor* shall submit shop drawings for 630 kVA dual 11/6.6 kV/400V mini substations for the acceptance by *Employer* prior to execution of the works.
- 4.1.24 Remove existing two (2) x 315 kVA mini substation in a sequential method as stipulated by the *Employer* on site.
- 4.1.25 Disconnect all existing MV supply cables and LV feeder cables.
- 4.1.26 Design, supply, install, test, and commission 2 x 630 kVA dual 11/6.6 kV/400V mini substations as per SLD, PHB 350 & 351 in Annexure B.
- 4.1.27 Design and supply 2 x concrete plinths as a base for the 630 kVA mini substations. The proposed plinth design shall be coordinated with the proposed new 630 kVA mini substation specifications (weight, cables entries/exit and dimensions) by the *Contractor*.
- 4.1.28 Supply new termination kit for existing 70 mm<sup>2</sup> XLPE 3 core 6.6 kV supply cables, (each mini substation has 2 x 70 mm<sup>2</sup> MV supply cables). The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.
- 4.1.29 VLF testing of existing MV supply cable and provide test reports thereof.
- 4.1.30 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.
- 4.1.31 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.
- 4.1.32 The *Contractor* shall test, commission, and handover - Issue a C.O.C upon completion of the works.

### **FYNNLAND MINI SUBSTATION UPGRADE**

- 4.1.33 *Contractor* shall submit shop drawings for 1000 kVA dual 11/6.6 kV/400V mini substation for the acceptance by *Employer* prior to execution of the works.
- 4.1.34 Remove existing 1000 kVA mini substation in a sequential method as stipulated by the *Employer* on site.
- 4.1.35 Disconnect all existing MV supply cables and LV feeder cables.
- 4.1.36 Design, supply, install, test, and commission 1000 kVA dual 11/6.6 kV/400V mini substations as per SLD Annexure B.





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- 4.1.37 Design and supply concrete plinth as a base for the 1000 kVA mini substations. The proposed plinth design shall be coordinated with the proposed new 1000 kVA mini substation specifications (weight, cables entries/exit and dimensions) by the *Contractor*.
- 4.1.38 Supply new termination kit for existing 70 mm<sup>2</sup> XLPE 3 core 6.6 kV supply cables. The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.
- 4.1.39 VLF testing of existing MV supply cable and provide test reports thereof.
- 4.1.40 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.
- 4.1.41 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.
- 4.1.42 The *Contractor* shall test, commission, and handover - Issue a C.O.C upon completion of the works.

#### **R BERTH MINI SUBSTATION UPGRADE**

- 4.1.43 *Contractor* shall submit shop drawings for 1000 kVA dual 11/6.6 kV/400V mini substation for the acceptance by *Employer* prior to execution of the works.
- 4.1.44 Remove existing 1000 kVA mini substation in a sequential method as stipulated by the *Employer* on site.
- 4.1.45 Disconnect all existing MV supply cables and LV feeder cables.
- 4.1.46 Design, supply, install, test, and commission 1000 kVA dual 11/6.6 kV/400V mini substations as per SLD Annexure B.
- 4.1.47 Design and supply concrete plinth as a base for the 1000 kVA mini substations. The proposed plinth design shall be coordinated with the proposed new 1000 kVA mini substation specifications (weight, cables entries/exit and dimensions) by the *Contractor*.
- 4.1.48 Supply new termination kit for existing 70 mm<sup>2</sup> XLPE 3 core 6.6 kV supply cables. The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.
- 4.1.49 VLF testing of existing MV supply cable and provide test reports thereof.
- 4.1.50 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.
- 4.1.51 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.



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4.1.52 The *Contractor* shall test, commission, and handover - Issue a C.O.C upon completion of the works.

#### **KINGSREST MINI SUBSTATION NO 2 UPGRADE**

4.1.53 The *Contractor* shall submit shop drawings for 1000 kVA dual 11/6.6 kV/400V mini substations for the acceptance by *Employer* prior to execution of the works.

4.1.54 Remove existing 1000 kVA mini substations in a sequential method as stipulated by the *Employer* on site.

4.1.55 Disconnect all existing MV supply cables and LV feeder cables.

4.1.56 Design, supply, install, test, and commission 1000 kVA dual 11/6.6 kV/400V mini substations as per drawing SLD, PHB 354 in Annexure B.

4.1.57 Design and supply concrete plinths as a base for the 1000 kVA mini substations. The proposed plinth design shall be coordinated with the proposed new 1000 kVA mini substation specifications (weight, cables entries/exit and dimensions) by the *Contractor*.

4.1.58 Supply new termination kit for existing 150 mm<sup>2</sup> XLPE 3 core 6.6 kV supply cables, (each mini substation has 2 x 150 mm<sup>2</sup> MV supply cables). The *Contractor* shall supply and install fully insulated, adequately rated, inter-connectors between the busbars and control units, where the conductors are firmly bolted to the busbar and secured to the appropriate terminals of the control units using crimped-on terminal lugs.

4.1.59 VLF testing of existing MV supply cable and provide test reports thereof.

4.1.60 Verify by testing the existing installation of the earth mat to ensure compliance with SANS 10142 and provide the testing results to the *Employer*.

4.1.61 Protection settings and configuration including testing and commissioning by a professionally registered Protection Engineer and made available to the *Employer*.

4.1.62 The *Contractor* shall test, commission, and handover - Issue a C.O.C upon completion of the works.

#### **MARITIME SCHOOL OF EXCELLENCE (MSOE) MINI SUBSTATION**

4.1.63 The *Contractor* shall submit shop drawings for 500 kVA dual 11/6.6 kV/400V mini substations for the acceptance by *Employer* prior to execution of the works.

4.1.64 Design and supply of 500 kVA dual 11/6.6 kV/400V mini substation as per drawing SLD, PHB 355 in Annexure B. The Minisub shall be provided with the fully populated low voltage compartment as per the attached single line diagram.



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## **SPARE MINI SUBSTATIONS**

4.1.65 The *Contractor* shall submit shop drawings for 1250 kVA dual 11/6.6 kV/400V mini substations for the acceptance by *Employer* prior to execution of the works.

4.1.66 Design and supply of 2 x 1250 kVA dual 11/6.6 kV/400V mini substation. The Minisub shall be provided with the fully populated low voltage compartment as per drawing SLD, PHB 349 & 352 in Annexure B

4.1.67 Supply of 1 500 m long medium voltage (11 kV), 150 mm<sup>2</sup> three core, SWA, XLPE copper cable.

4.1.68 Supply 1000 mm<sup>2</sup>, 200 m long low voltage single core XLPE copper cable.

## **4.2 Workmanship**

4.2.1 The *Contractor* shall make good, to the satisfaction of the *Project Manager*, defective material and/or workmanship which is not in accordance with this *Works Information*, and which may appear within a period of 12 months from the date of acceptance of the work, and shall repair all damage caused thereby, free of charge.

4.2.2 The *Contractor* shall protect the items covered under this Contract against vandalism, misuse and accidental damage.

4.2.3 The *Contractor* shall ensure that he has sufficient spares, materials, and employed staff to plan and execute the services required by the *Employer* as per the *Works Information*.

4.2.4 All workmanship, parts, equipment, or materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of 2-years.

## **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
PHB 331 - 355	00	Single line drawing:



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## 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:
Project progress and feedback	Weekly on Friday from 09:00 to 10:00	at the Floating Dock	<i>Project Manager and Contractor</i>
Risk register and compensation events	Weekly on Friday from 0:00 to 10:00	at the Floating Dock	<i>Project Manager and Contractor</i>

#### 6.2 Documentation Control

- 6.2.1 All documents will be delivered to the *Project Manager* with a proof of transmittal. Copies of all correspondence, specifications, drawings, contracts, agreements, data sheets, minutes of meetings, *Employers* urgent instructions, invoices, payment certificates, access certificates, quality and any variations (compensation events or project change notices) will be filed and archived in the project folder by the Project Manager.
- 6.2.2 A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractors* and to the *Employer* must be submitted through the Project Manager.
- 6.2.3 All documentation shall become and remain the property of the *Employer*. Title to all information, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.

#### 6.3 Safety risk management

- 6.3.1 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.
- 6.3.2 The *Contractor* performs the *works* having due regard to the HSSP.
- 6.3.3 The HSSP is: This HSSP covers the general requirements for addressing and mitigating Occupational Health and Safety related problems, incidents and injuries on projects constructed or executed for TNPA. The scope also addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those working on TNPA projects and those affected by the activities taking place in and around them.

The Contractor shall comply with the provisions of the OHSA, all applicable Regulations (including the CR) and this HSS. TNPA and / or its agent will monitor the Contractor's compliance with the requirements of the OHSA and their H&S Plan but will not be responsible to prescribe to the Contractor how such compliance is to be achieved.



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## TNPA RULES OF CONDUCT

Contractors, their Sub-Contractors, and all employees under their control, including any visitor brought onto site, must adhere to the following Rules of Conduct on site.

### NO PERSON MAY:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession a firearm, lethal weapon.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- Enter any area where you have no business unless authorised to do so by the person in charge.
- Negligently, carelessly or wilfully cause damage to property of others.
- Refuse to give evidence or deliberately make false statements during investigations.

## TNPA 11 Safety Rules

- |                |  |
|----------------|--|
| <b>Rule 1</b>  | Do not come to work in possession or consumption of banned substances or being under the influence of alcohol.                             |
| <b>Rule 2</b>  | Do not violate traffic rules and do not exceed the prescribed speed limit of 30 km p/h within TNPA premises and 20km p/h on the quay side. |
| <b>Rule 3</b>  | Do not work in the hazardous areas without proper procedure being followed.  |
| <b>Rule 4</b>  | Do not work at height where there is a risk of falling without the use of fall protection equipment.                                       |
| <b>Rule 5</b>  | Do not clean or repair any equipment without following isolation or locking out procedure.   |
| <b>Rule 6</b>  | Do not stand or work within the demarcated line of the edge of the quay without the life vest/jacket.                                      |
| <b>Rule 7</b>  | Adhere to all railway rules, signs and stay out of the close clearance areas.  |
| <b>Rule 8</b>  | Do not enter or work in the confined space alone and without a proper procedure being followed throughout the duration of the task.        |
| <b>Rule 9</b>  | Do not stand under the suspended load.   |
| <b>Rule 10</b> | Adhere to all the health and safety basic rules, standards and signals and always wear the required PPE.                                   |



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**Rule 11** Do not tamper with or disable safety devices.

## **MINIMUM ADMINISTRATIVE REQUIREMENTS TO BE PROVIDED BY CONTRACTOR**

### **Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COID Act)**

The Contractor shall submit a Letter of Good Standing with its Compensation Insurer to TNPA as proof of registration and/or with a licensed compensation insurer. (Public Liability) Sub-Contractors shall therefore submit proof of registration to the Contractor before any work commences on site.

### **PROJECT / SITE-SPECIFIC REQUIREMENTS**

The following is a list of minimum specific activities and considerations that have been identified but not limited, for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor

### **INDUCTION TRAINING**

The Contractor and will undergo induction at TNPA SHE Department prior to work commencing and provision will be made by the Contractor for his sub-Contractors on the following:

The Contractor/Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to TNPA SHE Department prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on site and control measures that have been developed in response to these hazards.
- b) Roles and responsibilities.
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the FIRE safety, Emergency preparedness, Evacuation and Rescue Plan to ensure that all site personnel are aware of procedures in the event of an incident or emergency occurring.
- e) All visitors and persons entering the site.

### **REPORTING OF INCIDENTS AND/OR INJURIES**

All incidents in respect of damage to works, property or machinery or injury to persons shall be reported by the Contractor/Contractor SHE Representative to the area supervisor and to the Accident/Incident Investigator.



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Minor Injuries and near misses shall also be reported and recorded on the appropriate forms, as they shall be investigated, root cause determined and corrective action instituted and/or implemented.

***In cases of –***

- any person dies
- becomes unconscious
- lose a limb or part thereof
- suffer permanent physical disability
- unable, either to work or to continue with the activity for which he / she was employed to do, for a period of at least fourteen (14) days

A mandatory incident report form (Annexure 1) containing full details of the incident, shall be completed by the appointed Accident / Incident Investigator and submitted to the Site Agent and the Department of Employment and Labour, as contemplated in Section 24 of OHS Act, within 24 hours of the occurrence of the incident

Within 7 days" notice, the incident report must be given in the form of WCL2 to the Provincial Director.

***In cases of –***

- Major incident
- Dangerous substance spill
- Uncontrolled release of any substance under pressure
- Machinery fracture resulting in flying, falling objects
- Machinery out of control

A mandatory incident report form (Annexure 1), containing full details of the incident, shall be completed by the appointed Accident/Incident Investigator and submitted to the Construction Manager and the Department of Employment and Labour within 24 hours of the occurrence of the incident. Refer on this with regards to Section 24 of the Act and General Administrative Regulation.

The Contractor is required to provide, within 24hrs to TNPA SHE Department, copies of all internal accident / incident investigation reports. As soon as the occurrence of any accident / incident of whatever nature comes to the notice of the Contractor, it shall be reported immediately to any of the following TNPA Officials by means of a flash report (Annexure B) via email to:

- |  |                             |
|--|-----------------------------|
| ❖ <a href="mailto:Skhumbuzo.Mgenge@transnet.net">Skhumbuzo.Mgenge@transnet.net</a> | 031-361 8531 / 060 569 3736 |
| ❖ <a href="mailto:Anesh.Harisinker@transnet.net">Anesh.Harisinker@transnet.net</a> | 031-361 8323 / 083 303 6097 |
| ❖ <a href="mailto:Anu.Nair@transnet.net">Anu.Nair@transnet.net</a>                 | 031-361 8950                |



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## **EMERGENCY RESPONSE PLAN**

The Contractor shall submit a detailed Emergency Procedure as part of his H&S Plan.

The procedure shall detail the following:

- List of key personnel,
- A contact list of all emergency service providers (Fire department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel.
- Actions or steps to be taken in the event of the emergency; and
- Information on any hazardous material and its situation on the site
- Information on hazardous material's potential impact or risk on the environment or to humans, and measures to be taken in the event of an accident.
- Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees and injury resulting from the use of hazardous substances, etc.

In the event of an emergency arising, the Contractor shall advise TNPA Durban SHE Department in writing of the incident via flash report (Annexure H), together with a record of any action taken, within 24 hours of the emergency occurring.

### **Safe Work Procedures**

Procedures to be developed and maintained on site

The contractor must develop, document, and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

Furthermore, the contractor must develop, document, communicate and implement formal procedures, work instructions and / or programmes for the operation, maintenance, inspection and testing of all plant and equipment (including protective systems and devices) brought onto the project site(s).

### **Contractor compliance File Requirements**

The contractor must compile and maintain a file containing all necessary compliance related documentation. The client should provide construction work permit and to be kept





on site at all times. The contents of the file will be audited by a Project SHE Advisor on a monthly basis.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Workman's Compensation Commissioner (where applicable) must have DOL stamp.
- Proof of Public Liability Insurance.
- Scope of Work under the contract.
- List of Contacts and their Telephone Numbers.
- Health and Safety Policy.
- SHE Management Plan.
- Legal Register.
- Organisational Chart for the project.
- Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
- Notifications to the relevant authorities that construction work is in progress.
- Baseline and Task-Based Risk Assessments.
- Health and Safety Objectives, and associated Improvement Action Plans.
- Safe Work Procedures, Work Instructions and Work Method Statements.
- Planned Task Observations.
- Fall Protection Plan (for work at height).
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
- Inspection Registers, Forms and Checklists (e.g., For portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
- PPE Issue Registers.
- Material Safety Data Sheets.
- Emergency Response Procedures.
- Incident Records.
- A dossier (Employee Profile) for each employee containing:
  - A copy of the employee's Identity Document or Passport.
  - Certificate of Fitness (Pre-Employment Medical Examination).
  - Proof of Induction Training.
  - Other Training Records.
- Copies of Qualification Certificates and / or Certificates of Competency; and
- Copies of Licences.



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- Meeting Minutes.
- Copies of Inspection and Audit Reports; and
- Daily Safe Task Instructions (DSTI's) and Toolbox Talks.

The contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor.

#### **Alcohol, Drugs and Other Intoxicating Substances**

The contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

Selling or possessing drugs, alcoholic beverages or any other intoxicating substance on the site is strictly prohibited.

A drugs and alcohol testing program will be implemented. Persons entering the site will be randomly tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site. It shall be the responsibility of the nominated project management representative to take disciplinary action and remove such a person's form the project site.

Should the actions and / or demeanour of an employee suggest possible narcosis or drunkenness, the employee must be removed from the site. This may be done without testing.

**Note:** All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

#### **Firearms, Ammunition and Offensive Weapons**

Firearms, ammunition, and offensive weapons of any kind are strictly prohibited. No person may enter /shall not be permitted to enter the site carrying any such item.

#### **Personal Protective Equipment**

All applicable legislation concerning Personal Protective Equipment (PPE) must be always complied with.



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As a minimum, the following PPE must be worn by all persons (always including visitors) whilst on a project site:

- Safety footwear with steel toe protection.
- Safety glasses (individuals who wear prescription spectacles must be provided with either over-spec safety glasses or prescription safety glasses);
- Safety helmet (hard hat); and
- High visibility protective clothing with reflective taping (long trousers and long-sleeved shirts with collars and cuffs).
- Additional PPE requirements must be determined through hazard identification and risk assessment. This hazard-specific PPE (such as hand protection, hearing protection and respiratory protection) must be worn as required (e.g., when in a certain area, when performing a certain task, or when working with a certain substance);
- The correct PPE must always be worn:
- In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises);
- In zoned areas (e.g. noise zones and respirator zones); or
- As required by a Safe Work Procedure, a risk assessment, or a Material Safety Data Sheet (MSDS).

Each contractor must provide each of his employees with all required PPE (at no cost to the employee). The specific PPE that is provided to a particular employee must be based on the nature of that employee's work and the location in which the work is performed (i.e. must be based on the hazards to which the employee is exposed). PPE requirements for a particular job or for a particular area must be determined through a risk assessment for that job or area.

Any employee who does not have all of the PPE that is required for him to perform his duties safely will not be permitted to work.

Each employee must care for his PPE, maintain it in good condition, and inspect it on a daily basis.

If an item of PPE has worn out, has become damaged, or is found to be defective in any way, it must be replaced by the contractor.

PPE must be stored in accordance with the manufacturer's requirements and / or recommendations.

Each employee must receive training in the use, maintenance and limitations of the PPE that is provided to him, and must be made aware of why the PPE is necessary as well as



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the consequences of not wearing it as instructed (i.e. the potential for injury and / or disciplinary action). Training records must be retained.

Any person who refuses to wear PPE as required must be removed from the site.

Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises where additional PPE is required. These signs must comply with the applicable national standard (if one exists).

Each contractor must appoint an employee to:

- Control the issuing and replacement of PPE;
- Keep an up-to-date register as proof that items of PPE have been issued to individuals (an employee must sign for the items that he receives);
- Ensure that there is an adequate supply of all required PPE (i.e. maintain PPE stock levels on site); and
- Carry out regular inspections to ensure that PPE is being used correctly, is being maintained in a good, serviceable and hygienic state, and is not being shared between employees.

### **Smoking**

The contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated, and the required signage must be displayed.

Any person found smoking or discarding a cigarette butt outside of a designated smoking area may be removed (temporarily or permanently) from site.

In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials.

"No Smoking" signs must be strictly observed.

### **Housekeeping**

The contractor must maintain all work areas in a tidy state, free of debris and rubbish. Unless directed otherwise, the contractor must dispose of all debris, rubbish, spoil and hazardous waste off site in a designated and authorised area or facility. The contractor must familiarise health and safety with the waste management plan for the site including collection and disposal arrangements and must align his waste management activities accordingly.

In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, a nominated project management representative



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may instruct the contractor to cease work until the area has been tidied up and made safe.

Neither additional costs nor contract deadline extensions will be allowed as a result of such a stoppage. Failure to comply will result in a clean-up being arranged through another service provider at the cost of the non-complying contractor.

The contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The contractor must document the results of each inspection. These records must be maintained and must be made available to the nominated project management representative on request.

The contractor must implement a housekeeping plan for the duration of the contract ensuring that the site housekeeping is maintained. Furthermore, at the end of every shift, the contractor must ensure that all work areas are cleaned, all tools and equipment are properly stored, and construction rubble is removed.

Where the contractor fails to maintain housekeeping standards, the nominated project management representative may instruct the contractor to appoint a dedicated housekeeping team for the duration of the project at the contractor's expense.

Littering is prohibited.

#### **Fitness for Work**

The contractor must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the contractor is responsible (i.e., direct employees of the contractor as well as the employees of any appointed sub-contractors) must be subject to this programme.

Each employee has an obligation to present health and safety fit for work at the start of the day / shift, and to remain fit for work throughout the work period. Reporting for work under the influence of alcohol or any other intoxicating substance will not be tolerated. Any transgression concerning the alcohol and other drugs policy applicable to the project may result in the offending employee's access to the project premises being temporarily or permanently withdrawn.

Alcohol and drug testing on the project premises will be carried out randomly (as employees report for duty and during the course of the day / shift), following significant incidents (all persons involved), and whenever there is reasonable suspicion. Alcohol and drug testing may also be carried out as part of a Pre-Employment Medical Examination.

The contractor is responsible for the administration of the working hours of his employees as well as the employees of any appointed sub-contractors. The maximum working hours per day and the minimum rest times between shifts must be specified in the contractor's Health and Safety Management Plan and must comply with all applicable legislation.



All employees engaged in safety critical jobs must undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project:

- Pre-Employment Medical Examination – to assess the physical suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction);
- Periodic (Surveillance) Medical Examination – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he works / occupational health hazards to which he is exposed). The periodic medical assessment programme must include:
  - The identification of modifiable risk factors that may impact fitness for work.
  - Education and support to maintain health or address identified risk factors; and
  - Education and support to help employees regain their fitness for work.
  - Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties)
  - (Post-Employment) Medical Examination – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project if the employee worked on the project site for more than six months).

**Note:** The results of an Exit Medical Examination from previous employment will not be accepted as a Pre-Employment Medical Examination.

**Note:** The medical examinations described above may only be carried out by an occupational medical practitioner (i.e. a medical doctor who holds a qualification in occupational medicine).

## 6.4 Environmental constraints and management



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- 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) but not limited to other applicable regulations, municipal bylaws i.e. schedule trade and occupations bylaws as well as the accepted environmental good practice.
- 6.4.2 All required licences and permits must be obtained from relevant authorities prior to the commencement of project activities.
- 6.4.3 The following documents, included in Annexure of the Works Information, provide the minimum acceptable standards that shall be adhered to:
- Transnet Integrated Management System (TIMS) Policy Commitment Statement.
  - Standard Environmental Specification (ENV-STD-02 Rev 04).
  - Construction Environmental management Plan (ENV-STD-01 Rev 04).

The Contractor must also comply with the following documents:

- TNPA list of approved waste services contractors
- TNPA Asbestos Management Plan
- EThekweni Municipality Schedule Trades and Occupations Bylaws
- EThekweni Municipality Interim Code relating to fire prevention

The CEMP describes the main roles and responsibilities of the project team with respect to Environmental Management.

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.

The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The Contractor must comply with all the requirements of the CEMP, SES and PES as mentioned in section 6.4.3 above.

- 6.4.4 The *Contractor* must appoint an Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO must as a minimum have Environmental management Degree and have 2 years work experience in environmental management within the construction environment. The roles and responsibilities of the *Contractor's* EO Officer are stated in the CEMP and EMPr. The *Contractor's* EO must be 100% full time on site during working hours.



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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. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.

6.4.6 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 5.5 of the CEMP) for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Specialist. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Specialist.

6.4.7 Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

6.4.8 During the construction period, the *Contractor* complies with the following:

A copy of the CEMP and SES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.

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





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The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Specialist as detailed in the SES. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification.

The *Contractor* must appoint the waste removal Service Providers who is licenced to operate within the Ports as provided in the TNPA list of Waste Services Contractors.

The *Contractor* or Sub contractors must be in possession of eThekweni Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekweni Municipality Scheduled Trade and Occupations.

The *Contractor* must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during project activities. Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area



The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on site.

## 6.5 Quality assurance requirements

- 6.5.1 *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 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:
- Quality Plan for the contract;
  - Quality Policy
  - Index of Procedures to be used; and
  - A schedule of internal and external audits during the contract
- 6.5.3 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.
- 6.5.4 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*.
- 6.5.5 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*.

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

- 6.6.1 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 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.
- 6.6.2 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period].

Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*



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- 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 [o the SHEO.

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

## 6.7 Training workshops and technology transfer

6.7.1 The *Contractor* facilitates the following requirements for training workshops:

- Training *shall* be carried out at the substation during execution by the *Contractor*

6.7.2 The *Contractor* arranges for the following technology transfer to the *Employer*:

- Arc Protection (this includes PLC configuration parameters and resetting)
- ACBs and MCCBs Electronic Trip settings, racking and resetting.
- Fast Transfer switching and automation
- Switching and operatizing philosophy
- MV/LV Interlocking configuration

## 6.8 Insurance provided by the Employer

6.8.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

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

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

- Records of design employee's location of work (if appropriate)

## 6.10 The *Contractor's* Invoices

6.10.1 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.

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

6.10.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;



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Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number.

The invoice contains the supporting detail Project title

6.10.4 The invoice is presented either email or hand delivery to *Project Manager*.

## 6.11 People

6.11.1 Minimum requirements of people employed on the Site

The *Contractor* will be required to submit list of people that will be working on the project, and they will be inducted

### CONTRACTOR LIABILITY

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.

## 2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 2.1. 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.
- 2.2. 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.

2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

2.3.1. 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.

2.3.2. The Industrial Action Report must provide at least the following information:

- 2.3.2.1. Industrial incident report,
- 2.3.2.2. Attendance register,
- 2.3.2.3. Productivity / progress to schedule reports,
- 2.3.2.4. Operational contingency plan,
- 2.3.2.5. Site security report,
- 2.3.2.6. Industrial action intelligence gathered.

2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

2.3.4. 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.

2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

2.5. 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.

6.11.2 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer* [include details as appropriate ex:

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



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6.11.4 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

## 6.12 Plant and Materials

6.12.1 The *Contractor* shall use plant and material which comply with the *Employer's* Standards specifications and quality requirements, and shall, if so ordered, furnish the *Project Manager* with certificates showing that the materials do so comply.

6.12.2 Where so specified, materials shall bear the official mark of the appropriate standard.

6.12.3 Samples ordered or specified shall be delivered to the *Project Manager's* office.

6.12.4 Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer

6.12.5 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*.

6.12.6 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.

6.12.7 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.

6.12.8 Plant & Materials provided "free issue" by the *Employer*

None

6.12.9 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

None

6.12.10 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.12.11 *Contractor's* procurement of Plant and Materials

- The *Contractor shall* make use of SANS approved tools, equipment and plants and material. Test certificates shall be given to the *Project Manager* on request.
- The *Contractor shall* keep minimum levels of critical spares as agreed with *Project Manager* to avoid prolonged interruption of operations.



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- All spares held by the *Contractor* on behalf of the *Employer* shall be managed as per *Employer* inventory management policies and procedures. Monthly reports on inventory shall be submitted to the *Project Manager*.
- The *Employer* remains the owner of all obsolete equipment, inventory and Material and the disposal of such shall be managed as per the *Employer* inventory management procedures. Redundant equipment shall be identified and handed to the *Project Manager*.
- It is the right of the *Employer* to decide which equipment needs to be disposed

#### 6.12.12 Spares and consumables

The *Contractor* shall supply all the necessary equipment and material required to execute the *Works*. The *Employer* will not supply any materials, consumables, and spares

### 6.13 Tests and inspections before delivery

6.13.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on 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

Port of Durban is supplied with electricity from eThekweni Municipality then distributes to various entities in the Port via an internal electrical network that is owned and maintained by the Port.

The electrical network consists of various electrical equipment located in different precincts within the Port of Durban boundary i.e. Point, Maydon Wharf, Bayhead and Island View. The scope of work entails the supply and installation of twenty (20) new dual 11 / 6.6kV/400V vacuum sealed circuit breaker (VCB) Coastal type Mini substations in various locations in the Port of Durban in accordance with *Employer's* mini substation specification TPD-008 (Annexure A) and SANS 10142.

All Tenderers shall attend the site briefing at the Queens Warehouse building to familiarize himself/herself with the nature of the work, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities. The Queens Warehouse Building is located at 237 Mahatma Gandhi Road, Point, Durban





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The picture below indicates the site where work shall be carried out.

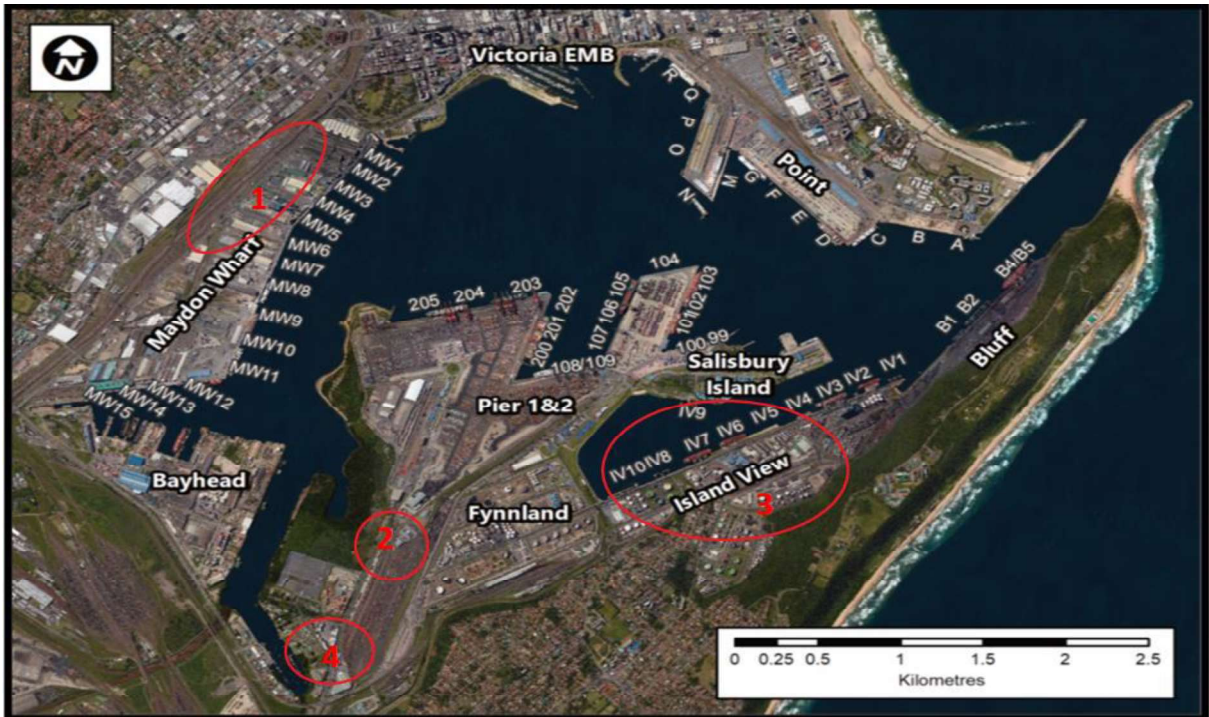


Figure 1: Overview of the Port of Durban Precincts

Table 1: The following mini substations are depicted in figure 1 above.

	AREA			
	1	2	3	4
MINI SUBSTATION DESCRIPTION	Congella No.2	Kingsrest Mini No.2	Cutler Minisub No. 1	MSOE
	Congella No.3		Cutler Minisub No.2	
			Cutler Minisub No.3	
			Cutler Minisub No.4	
			Cutler Minisub No.5	
			Cutler Minisub No.6	
			Cutler Minisub No.7	
			Cutler Minisub No.8	
			Cutler Minisub No.9	
			Cutler Minisub No.10	
			Cutler Minisub No.11	
			NMPP Mini	
		Spare 2 x 1250 kVA mini		
		Spare 2 x 1000 kVA mini		



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The *Contractor* must comply with the following requirements of the *Employer*:

- All *Contractor's* personnel who will be working on this project shall undergo an induction conducted by TNPA representative before occupying TNPA premises.
- All *Contractor's* personnel shall at all times carry their Induction cards and wear their uniform bearing their employer's name or colour code so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* personnel shall adhere to all the standard operating procedures for TNPA security as per safety induction conducted.
- The *Contractor* personnel shall ensure compliance with National Ports Act and Port Rules.
- The *Contractor* shall adhere to the stipulated speed limits within the Port areas including the Island View site. The speed limit is strictly 30 km/h and reduces to 20 km/h in certain operational areas.

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

Single Line Diagrams for existing loads will be provided to the Contractor "as and when" required.

The areas to be covered through this contract includes (not limited) to the Port of Durban. Table 1 below indicates the various sites where all the new mini substations will be installed.

**Table 2:** Schedule of sites and sizes of the existing mini substations.

Description	Location	Existing rating	Proposed rating	Department
Cutler Mini sub No :1	Formosa road, island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :2	Venezuela road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :3	Venezuela road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :4	Patrol road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :5	Patrol road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :6	Wharfside road, , Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :7	Cnr: Wharfside and Hainan road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :8	Sumatra road, island View	50 kVA	315 KVA	Port Engineering



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Cutler Mini sub No :9	Sumatra road, island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :10	Iran road, Island View	50 kVA	315 KVA	Port Engineering
Cutler Mini sub No :11	C-Gate	50 kVA	315 KVA	Port Engineering
Congella Mini sub No:1	Maydon Wharf	315 kVA	630 KVA	Port Engineering
Congella Mini sub No:2	Maydon Wharf	315 kVA	630 KVA	Port Engineering
Kingsrest Mini No:2	Bayhead	1000 KVA	1000 KVA	Port Engineering

### 1.3. Subsoil information

Not applicable

### 1.4. Hidden services

The areas where works need to be conducted consist of underground services such as water pipes and electrical cables. The contractor should ensure that he/she does not damage any nearby services such as electrical cables and pipes. The contractor shall be liable for repairing the damaged existing services inclusive of any associated arrangements.

### 1.5. Other reports and publicly available information

Not Applicable