

**Transnet National Ports Authority (TNPA)**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP) FOR THE UPGRADE OF HIGH MAST AND STREET  
LIGHTING TO LED AT TNPA PORT OF NGQURA FOR A PERIOD OF 18MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/05/0021/30416/RFP</b>
<b>ISSUE DATE</b>	<b>: 30 May 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 13 June 2023</b>
<b>CLOSING DATE</b>	<b>: 29 June 2023</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

## **Contents**

### **Number Heading**

### **The Tender**

#### **Part T1: Tendering Procedures**

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

#### **Part T2: Returnable Documents**

T2.1 List of Returnable Document

T2.2 Returnable Schedules

### **The Contract**

#### **Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

C1.3 Form of Guarantee

#### **Part C2: Pricing Data**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

#### **Part C3: Scope of Work**

C3.1 Works Information

#### **Part C4: Site Information**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

DESCRIPTION	UPGRADE OF HIGH MAST AND STREET LIGHTING TO LED AT TNPA PORT OF NGQURA
TENDER DOWNLOADING	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>

TENDER CLARIFICATION MEETING	<p>A <b>Compulsory</b> Tender Clarification Meeting will be conducted at <b>eMendi Admin Building, Off Neptune Road, Port of Ngqura, Gqeberha on the 13 June 2023, at 10:00am [10 O'clock]</b> for a period of <math>\pm 2</math> (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The <b>Compulsory Tender Clarification Meeting</b> 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 Personal Protective Equipment (PPE) will not be allowed on the site walk.</li><li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li><li>• All forms of firearms are prohibited on Transnet properties and premises.</li></ul>
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	<ul style="list-style-type: none"> <li>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on their possession for inspection at the access control gates.</li> </ul>
<b>CLOSING DATE</b>	<b>16:00 on the (29 June 2023)</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>

## 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 [clause 12 on T2.2-20], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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.

## 5. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers 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/>. Tenderers 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)**

## 1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure 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 T23 tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

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### Clause      Data

C.1.1	The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
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C.1.2	The tender documents issued by the <i>Employer</i> comprise:
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#### **Part T: The Tender**

Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender. T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules



## Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information
C.1.4 The Employer's agent is:  Name:  Address:	Commodity Specialist  Phumza Mhlontlo  eMendi Administration Building N2, Neptune Road Off Klub Road Port of Ngqura 6001
E – mail	<a href="mailto:Phumza.Mhlontlo@transnet.net">Phumza.Mhlontlo@transnet.net</a>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorized 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</li> <li><b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b> <ol style="list-style-type: none"> <li>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 <b>4EP</b></li> </ol> </li> </ol>

**or higher OR 4ME 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:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4EP or higher OR 4ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

**3. Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of 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 is as stated in C.3.11 below.

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

***All stages to be outlined***

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

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....  
(Insert company name)
- Contact person and details:.....  
(insert details)
- The Tender Number: TNPA/2023/05/0021/30416/RFP
- The Tender Description: Upgrade of High Mast and Street Lighting to LED at TNPA Port of Ngqura

Documents must be marked for the attention of:

***Employer's Agent:*** Phumza Mhlontlo

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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: **16:00** on the **29 June 2023**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

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

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

#### Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-03 CVs and Qualifications of Key Persons</b>  Key personnel to be evaluated on qualifications, experience, and professional registration status, detailed on CVs. Registration certificates must be certified.	<b><u>Electrical Engineer:</u></b> Bidder must provide an Electrical Engineer (Lead) with either NQF level 7 qualification in Electrical Engineering and must be registered With Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with relevant experience in electrical lighting	20	<b>35</b>

	systems and area illumination.		
	<b><u>Installation Electrician:</u></b> Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations	15	
<b>T2.2-04 Previous Experience</b>  Tenderer's experience in delivering similar projects of similar scale	<b><u>Similar Project Scale</u></b>  Bidder must populate a T2.2-04 table listing similar projects and scale covering the Company Experience in conducting illumination surveys and area lighting designs, corrosion protection, engineering and construction oversight related to area lighting (high masts, streetlights, and perimeter lighting) including LV reticulation networks. The list must include the following requirements:	20	<b>35</b>

	(1) Project name (2) Project description (3) responsibility, (4) location of the works and status of the project. (5) Contract value (6) Contact details of the client		
	<b><u>Number of similar projects</u></b> Bidder must submit reference letters from clients on their letterheads and must confirm the work performed with specific reference to the project, project value, company involvement, value portion of involvement covering the lighting installation, design of area lighting, executed over the last 10 years.	15	
<b>T2.2-05 Project Program</b> Work Plan or Schedule or Program: Submission of work organization program and schedule listing	The tenderer must provide a Programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the employer's requirements and within the stipulated timeframe of 18 months The tenderer shall produce a level 4 schedule according to	30	<b>30</b>

	<p>the Employer's objectives:</p> <p>Level 4 programme 18 months duration with complete scope of works, no open-end activities showing Summary task, durations, Predecessors, successors, resource loaded and over the prescribed durations.</p> <ul style="list-style-type: none"> <li>• place to provide the works.</li> <li>• Schedule showing durations of activities, major milestone, start date, planned completion date and completion date.</li> <li>• All activities are logically tied using critical path method (CPM).</li> <li>• The programme satisfies a level 4 schedule</li> </ul>		
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-03 CVs and Qualifications of Key Persons
- T2.2-04 Previous Experience
- T2.2-05 Project Program

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

The scores of each of the evaluators will be averaged, weighted and then totaled 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 (60 points) will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 4 and 5.

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

the tenderer:

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

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

## 1. List of Returnable Documents

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

T2.2-01 **Stage One Certificate of Attendance at Tender Clarification Meeting**

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

### 2.1.2 Stage Three: these schedules will be utilised for evaluation purpose:

T2.2-03 **Evaluation Schedule:** CV's and Qualifications of Key Persons

T2.2-04 **Evaluation Schedule:** Previous experience

T2.2-05 **Evaluation Schedule:** Project Program

### 2.1.3 Returnable Schedules:

#### General:

T2.2-06 Authority to submit tender.

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing/COIDA

T2.2-09 Risk Elements

T2.2-10 Schedule of proposed Subcontractors eligibility

T2.2-11 Site Establishment requirements

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6.1 on ANNEX G Compulsory Enterprise Questionnaire

#### Agreement and Commitment by Tenderer:

T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Non-Disclosure Agreement

T2.2-14 RFP Declaration Form

T2.2-15 RFP – Breach of Law

T2.2-16 Certificate of Acquaintance with Tender Document

T2.2-17 Service Provider Integrity Pact

T2.2-18 Supplier Code of Conduct

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

T2.2-20 Insurance provided by the Contractor

T2.2-21 Forecast Rate of Invoicing

T2.2-22 Three (3) years latest audited financial statements

**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:		
On (date)		Starting time:

**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

4. 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 **4EP or higher OR 4ME or higher** class of construction work, are eligible to have their tenders evaluated.

### 5. Joint Venture (JV)

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

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

## **T2.2-03: Evaluation Schedule: CVs and Qualifications of Key Persons**

### **Note to tenderers:**

- Key personnel to be evaluated on qualifications, experience, and professional registration status, detailed on CVs. Registration certificates must be certified. Comprehensive CVs should be attached to this schedule. As a minimum each CV should address the following, but not limited to;
- Personal particulars
  - Name
  - Place (s) of tertiary education and dates associated therewith.
  - Professional Registration
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- Name of current employer and position in enterprise
- Overview of post graduate experience (year, organization and position)
- Outline of recent assignments / experience that has a **bearing on the Scope of Works**
- Details of the experience of the staff who will be working on the works with respect to:
- Working with NEC 3 Engineering and construction contract option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, copies of relevant training/qualifications to be provided.
- Key personnel shall include at least, amongst others:

### **Electrical Engineer**

- Bidder must provide an Electrical Engineer (Lead) with either NQF level 7 qualification in Electrical Engineering and must be registered with Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with relevant experience in electrical lighting systems and area illumination.

### Installation electrician

- Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations.
- Installation Electrician must have a minimum of 3 years in Low Voltage (LV) lighting installations, and must be registered with the department of Employment and Labour

The table below will be used as guidelines for scoring / evaluating the CVs and Qualifications of Key Persons submitted by the Tenderer: **Electrical Engineer:**

<b>Score 0</b>	Failed to provide information. No response. No relevant experience.
<b>Score 20</b>	NQF level 7 qualification in Electrical Engineering and must be registered with ECSA as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with Less than 1 year experience.
<b>Score 40</b>	NQF level 7 qualification in Electrical Engineering and must be registered with ECSA as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with 1 year to 2 years' experience.
<b>Score 60</b>	NQF level 7 qualification in Electrical Engineering and must be registered with ECSA as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with 3 to 4 years relevant experience.
<b>Score 80</b>	NQF level 7 qualification in Electrical Engineering and must be registered with ECSA as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with 5 years relevant experience.
<b>Score 100</b>	NQF level 7 qualification in Electrical Engineering and must be registered with ECSA as a Professional Engineer (Pr. Eng.) or international recognized professional body (e.g., UK Engineering Council, etc.) with more than 5 years relevant experience.

Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage: **Installation Electrician:**

<b>Score 0</b>	Failed to provide information. No response. No relevant experience.
<b>Score 20</b>	Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations Less than 1 year experience.
<b>Score 40</b>	Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations 1 to 2 years relevant experience
<b>Score 60</b>	Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations 3 to 4 years relevant experience.
<b>Score 80</b>	Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations 5 to 6 years relevant experience.
<b>Score 100</b>	Bidder must provide an Installation electrician with NQF level 4 qualification or higher and must be registered with Department of Employment and Labour as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations More than 7 years relevant experience.

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

Signed

Date

Name

Position

Tenderer



## **T2.2-04: Evaluation Schedule: Previous Experience**

### **Note to tenderers:**

Bidder must populate a table below listing similar projects and scale covering the Company Experience in conducting illumination surveys and area lighting designs, corrosion protection, engineering and construction oversight related to area lighting (high masts, streetlights, and perimeter lighting) including LV reticulation networks. The list must include the following requirements:

- (1) Project name
- (2) Project description
- (3) responsibility,
- (4) location of the works and status of the project.
- (5) Contact details of the client

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

### **Electrical lighting infrastructure:**

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

### **Mechanical infrastructure:**

- Company experience in mechanical engineering and corrosion protection of lighting masts and pole structures.
- A list of past / current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description and duration)

**The information should as a minimum contain be as per example below:**

Project Name	Project Description	Contract Duration	Contract Value	Responsibility	Location	Client Name, Contact Details (cell, tel, email etc)
<b>1</b>						
<b>2</b>						
<b>3</b>						

All tenderers are to provide the following to ensure Tenderer's past experience in delivering similar projects of similar scale evaluations are satisfied:

<b>Score 0</b>	No submission/relevant information
<b>Score 20</b>	List submitted but does not meet all the requirements or the project value is less than R3.5m
<b>Score 40</b>	List submitted with all requirements and the projects value is R3.5m to R4.5m
<b>Score 60</b>	List submitted with all requirements and the projects value is R5 m to R5.5m
<b>Score 80</b>	List submitted with all requirements and the projects value is between R6m to R 6.5m
<b>Score 100</b>	List submitted with all requirements and the projects value is more than R 6.5m

Bidder must submit reference letters from clients on their letterheads and must confirm the work performed with specific reference to the project, company involvement covering the lighting installation, design of area lighting, executed over the last 10 years:

<b>Score 0</b>	No submission / relevant information
<b>Score 20</b>	1 similar project
<b>Score 40</b>	2 similar projects
<b>Score 60</b>	3 similar projects
<b>Score 80</b>	4 similar projects
<b>Score 100</b>	More than 4 similar projects.

## **T2.2-05: Evaluation Schedule: Project Program**

### **Note to tenderers:**

The tenderer must provide a Programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the employer's requirements and within the stipulated timeframe of 18 months. The tenderer shall produce a level 4 schedule according to the Employer's objectives:

- The tenderer shall demonstrate the following:
- Ability to execute the works in terms of the employers' requirements, indicating the order and timing of the activities that will take place to provide the works.
- Schedule showing starting, and completion as listed in contract data part one – "data provided by the employer" and are logically linked to activities in the schedule and to be driven by activities.
- All activities to be logically tied using clearly defined critical path method (CPM)
- All activity durations to be realistic and based on quantities and activities that can be measured in days.
- The calendar on the schedule should represent the actual works week/month used.
- Against each activity or grouping of activities the tenderer indicates its "time risk allowance" and float shown. The time risk allowance must be clearly defined and basis that were applied in calculating these durations. These allowances are owned by the tenderer.
- The tenderer to clearly indicate the key milestones for all the activities.
- Provisions for quality, environment, health and safety requirements.
- At minimum a level 4 programme is developed electronically and a hard copy to be supplied with the Tender document.
- The level of detailed on the schedule should include, but not limited to, key milestones, engineering designs, procurement activities, and close out activities.
- The tenderer to submit a schedule narrative which explains the schedule development exclusions and assumptions applied on the schedule.

<b>Score 0</b>	The tenderer has submitted a level 1 or longer than 24 months duration with complete scope and /Or/Either the tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	Level 2 programme or longer than 22 months duration with complete scope of works, no open-end activities showing Summary task, durations, Predecessors, successors, resource loaded and over the prescribed durations.
<b>Score 40</b>	Level 3 programme or longer than 20 months duration with complete scope of works, no open-end activities showing Summary task, durations, Predecessors, successors, resource loaded and over the prescribed durations.
<b>Score 60</b>	<p>Level 4 programme 18 months duration with complete scope of works, no open-end activities showing Summary task, durations, Predecessors, successors, resource loaded and over the prescribed durations.</p> <ul style="list-style-type: none"> <li>• place to provide the works.</li> <li>• Schedule showing durations of activities, major milestone, start date, planned completion date and completion date.</li> <li>• All activities are logically tied using critical path method (CPM).</li> <li>• The programme satisfies a level 4 schedule</li> </ul>
<b>Score 80</b>	<p>Level 4 programme 16-14 months duration with complete scope of works, no open-end activities showing Summary task durations, Predecessors, successors, resource loaded and over the prescribed durations.</p> <ul style="list-style-type: none"> <li>• place to provide the works.</li> <li>• Schedule showing durations of activities, major milestone, start date, planned completion date and completion date.</li> <li>• All activities are logically tied using critical path method (CPM).</li> </ul> <p>The programme satisfies a level 4 schedule.</p> <ul style="list-style-type: none"> <li>• Logical sequencing and interrelationship of activities, taking cognizance of planned maintenance execution, as defined in works information and corresponding to execution methodology.</li> <li>• A soft copy of the programme on primavera or MS project</li> </ul>
<b>Score 100</b>	<p>Level 4 programme 14-12 months duration or lesser with complete scope of works, no open-end activities showing Summary task durations, Predecessors, successors, resource loaded and over the prescribed durations.</p> <ul style="list-style-type: none"> <li>• place to provide the works.</li> </ul>

	<ul style="list-style-type: none"><li>• Schedule showing durations of activities, major milestone, start date, planned completion date and completion date.</li><li>• All activities are logically tied using critical path method (CPM).</li><li>• Level 4 schedule that is cost and resources loaded</li><li>• Logical sequencing and interrelationship of activities, taking cognizance of planned maintenance execution, as defined in works information and corresponding to execution methodology.</li><li>• A soft copy of the programme on primavera or MS project.</li><li>• Schedule narrative which explains the schedule development.</li></ul>
--	---

## T2.2-06: 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:.....

### 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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising name (in caps) and capacity</b>	<b>signature,</b>



#### **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

**T2.2-07: Record of Addenda to Tender Documents**

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

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

[illegible]

## **T2.2-09: Risk Elements**

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

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

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


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

## T2.2-10: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

**Tenderer to note that after award, any deviations from this list of proposed subcontractors 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"/>

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## T2.2-12 : 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.

**1. SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_

\_\_\_\_\_

**2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

\_\_\_\_\_

**3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

\_\_\_\_\_

**4. SECTION 4: CSD NUMBER:** \_\_\_\_\_

### 5. 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



---

## **6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

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

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

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

<b>Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</b>
--

<b>Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.</b>
--

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

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

Signed

Date

Name

Position

Enterprise name

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to **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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

## 2. DEFINITIONS

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

(Act No. 53 of 2003);

- (k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where?

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

$P_t$  = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTIC'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>.]</p>
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorized EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership.</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership.</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

<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.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

YES		NO	
-----	--	----	--

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

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



---

[ *TICK APPLICABLE BOX* ]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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 penalize the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not

exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

<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.

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services to which this bid invitation relates.

- 3.5 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.
- 3.6 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.
- 3.7 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

**T2.2-13 NON-DISCLOSURE AGREEMENT**

[..... 2023]

**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 Agent's 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.

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## 2. CONFIDENTIAL INFORMATION

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



- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

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

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

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

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## T2.2-14: 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 us for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Service Provider Integrity Pact".

For and on behalf of

.....

duly authorized thereto

Name:

Signature:

Date:

---

## **IMPORTANT NOTICE TO TENDERERS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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**T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW**

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

---

## 2.2-16 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

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## **T2.2-17 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.

## **OBJECTIVES**

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.

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## COMMITMENTS OF TRANSNET

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

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.

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.

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.

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.

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## OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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.

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:

- e) 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
- f) 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.

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.

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.

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.

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.

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.

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.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

## **INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.

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.

### **DISQUALIFICATION FROM TENDERING PROCESS**

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.

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.

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.

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

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.

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.

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.

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.

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.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.

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.

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.

### **PREVIOUS TRANSGRESSIONS**

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.

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.)

### **SANCTIONS FOR VIOLATIONS**

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.

## **CONFLICTS OF INTEREST**

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.

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.

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 have arisen.

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.

## DISPUTE RESOLUTION

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 0 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.

## GENERAL

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

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.

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.

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

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

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

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

Signature .....

Date .....



## **T2.2-18: 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.

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- ***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: \_\_\_\_\_

## **T2.2-19 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 ..... (Insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this

Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/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 \_\_\_\_\_ 2023.

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

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

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

.....  
 (Operator)

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

AS WITNESSES:

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

Signature:

\_\_\_\_\_

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

Signature:

\_\_\_\_\_



## **T2.2-20: 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.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

**T2.2-21: Forecast Rate of Invoicing**

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

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

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**T2.2-22: Three (3) years audited financial statements.**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## 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:

#### UPGRADE OF HIGH MAST AND STREET LIGHTING TO LED AT TNPA PORT OF NGQURA

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 *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the** Transnet SOC Ltd  
**Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

## C1.2 Contract Data

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

Clause	Statement	Data
1	<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>X2 Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</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 (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 National Ports Authority</b> <b>eMendi Building</b> <b>N2 Neptune Road</b> <b>Off Klub Road</b> <b>Port of Ngqura</b> <b>Port Elizabeth</b> <b>6100</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Thandekile Bomali</b>
	Address	<b>Transnet National Ports Authority</b> <b>eMendi Building</b> <b>N2 Neptune Road</b> <b>Off Klub Road</b> <b>Port of Ngqura</b> <b>Port Elizabeth</b> <b>6100</b>
	e-mail	<a href="mailto:Thandekile.Bomali@transnet.net">Thandekile.Bomali@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Mzukisi Blouw</b>
	Address	<b>Transnet National Ports Authority</b> <b>eMendi Building</b> <b>N2 Neptune Road</b> <b>Off Klub Road</b> <b>Port of Ngqura</b> <b>Port Elizabeth</b> <b>6100</b>
	e-mail	<a href="mailto:Mzukisi.Blouw@transnet.net">Mzukisi.Blouw@transnet.net</a>
11.2(13)	The <i>works</i> are	<b>Supply, Delivery, Installation, and Commissioning of Perimeter High Mast and Street Lighting at the Port of Ngqura.</b>

11.2(14)	The following matters will be included in the Risk Register	<b>1. The site is an operational site the contractor must ensure minimal disturbance to normal port operations.</b> <b>2. There is Limited Parking and the Contractor.</b> <b>3. Risk of Traffic obstruction in some areas of the Site</b> <b>4. Risk of pollution that may result from oil spillage from the Construction Plant.</b> <b>5. Risk of people falling, associated with working on heights during Construction</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2weeks</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>30 April 2024</b>
30.1	The <i>access dates</i> is	<b>16 October 2023</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Within period of Two (2) weeks from the Starting Date.</b>
31.2	The <i>starting date</i> is	<b>02 October 2023</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>4 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	

42.2	The <i>defects date</i> is	<b>Fifty-Two (52) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Assessment Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 08:00 hours South African Time</b></p> <p><b>and these measurements: mm</b></p> <p>The place where weather is to be recorded (on the Site) is: <b>The <i>Contractor's</i> Site establishment area, Port of Ngqura, Port Elizabeth.</b></p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: <b>The <i>Contractor's</i> Site establishment area, Port of Ngqura, Port Elizabeth.</b></p> <p>and which are available from: <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b></p>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>

## 8 Risks and insurance

80.1 These are additional *Employer's* risks

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

1 Insurance against:	<b>Loss of or damage to the <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>
4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>

Cover / indemnity

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

The deductibles are

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

Note:

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

84.1

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor*. The *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components, or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

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

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

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

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

**Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract**

## **9 Termination**

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

## **10 Data for main Option clause**

<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 Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Port Elizabeth, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R10 000.00 per day</b>

<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10% of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>An amount equivalent to 5% of each approved assessment for payment.</b>
	The retention percentage is	<b>5% on all payments certified.</b>
X16.2	Repayment of Retention Fee	<b>No further data required</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>The total value of indirect or consequential value of loss incurred by the Employer or a Third Party.</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>Fifty-two (52) Weeks after Completion of the whole of the <i>works</i></b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	



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

Z4.1	<p><b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</b></p>
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**Z5 Additional clauses relating to  
Joint Venture**

Z5.1

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:**

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

		<p>constituents to provide the Works.</p> <ul style="list-style-type: none"> <li>Financial requirements for the Joint Venture: <ul style="list-style-type: none"> <li>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;</li> <li>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</li> </ul> </li> </ul>
Z5.2		<p>Insert additional core clause 27.6</p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>
<b>Z6</b>	<b>Additional obligations in respect of Termination</b>	
Z6.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>commenced business rescue proceedings (R22)</li> <li>repudiated this Contract (R23)</li> </ul>
Z6.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>

Z6.3		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>
<b>Z7</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
Z7.1	Vetting for Security Clearance	<p><b>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</b></p> <ol style="list-style-type: none"> <li><b>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.</b></li> <li><b>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.</b></li> <li><b>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.</b></li> </ol>
Z7.2	Vetting for Credit Verification	<b>The Employer shall conduct credit verification of the Contractor through a Financial Services and Credit Provider.</b>
<b>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
Z8.1		<b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>

<b>Z9</b>	<b>Protection of Personal Information Act</b>	
Z9.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
<b>Z11</b>	<b>CONTRACTUAL SUBMITTAL OF DOCUMENTS</b>	
<b>Z11.1</b>	Submission of Health and Safety Management Plan File	The Contractor shall submit Health and Safety Management Plan File within Two (2) weeks from the Starting Date.
<b>Z11.2</b>	Submission of Environmental Management Plan File	The Contractor shall submit Health and Environmental Plan File within Two (2) weeks from the Starting Date.
<b>Z11.3</b>	Submission of Quality Management Plan File	The Contractor shall submit Quality Management Plan File within Two (2) weeks from the Starting Date.
<b>Z11.4</b>	Submission of list of key Personnel and Human Resources projections for the duration of the Project	The Contractor shall provide the list of key personnel with copies of appointment Letters and Curriculum Vitae within two (2) weeks from the Starting Date.  The contractor shall also submit a Human Resources Projections Schedule for the Duration of the Project commensurate with the submitted Programme within two (2) weeks from the Start Date.
<b>Z11.5</b>	Submission of list of Plant Projections for the duration of the Project	The Contractor shall provide the list Plant Projections Schedule for the Duration of the Project commensurate with the submitted Programme.

## 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:	

	3 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	4 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	
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>  <b>(in words), excluding VAT</b>
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT

	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
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<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by	<b>%</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>	



[illegible]

## 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 National Ports Authority  
eMendi Building  
N2 Neptune Road  
Off Klub Road  
Port of Ngqura  
Port Elizabeth  
6100

Date:

Dear Sirs,

### Performance Bond for Contract No. TNPA/2023/05/0021/30416/RFP

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

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

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

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

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

release or variation of the Contractor's obligation shall not affect the validity of this performance bond.

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

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

## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

**Identified  
and defined  
terms**

11

11.2

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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



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

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

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

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- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **2.3. Amplification of or assumptions about measurement items**

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

## C2.2 The bill of quantities

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A1		<b>PRELIMINARIES &amp; GENERAL</b>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill.				
		<b><u>PRELIMINARIES</u></b> The agreement applicable to this contract is the "NEC3 Engineering and Construction Contract June 2005" (with amendments April 2013). Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
A 1.1		<b>FIXED CHARGE ITEMS</b>				
		Contractual requirements	Item	1		
A 1.2		<b>OTHER FIXED-CHARGE OBLIGATIONS</b>				
		Preparation of As-built drawings	Item	1		
		Health and Safety Compliance (safety file)	Item	1		
A 1.3		<b>TIME RELATED ITEMS</b>				
		Contractual requirements	Month	18		
		Supervision for duration of the execution	Month	18		
		<b>Total of Preliminary and General</b>	sum	1		
		Electrical works				
		<b>Decommissioning</b>				
		Note: The decommissioning refers to the removal of luminaires, preparing for safe transportation, safeguarding, and transporting to the identified storage area at the Port of Ngqura.				
B 1		Decommission the existing high mast luminaires	no.	186		
B.2		Decommission the existing street lighting	no.	368		
		<b>Total of decommissioning</b>	sum	1		

C 1		<b>Supply and delivery of material</b>				
C1.1	3.2(C3)	Supply and deliver for the existing 33 highmast rings equal or similar approved to FLED 2400,4000k,marine grade aluminium,+50000 hrs., with 10KV surge protection and integrated Nema socket High mast LED fixtures	no.	186		
C1.2	3.2(C3)	Supply and deliver for the existing fiberglasspoles equal or similar to 200W,4000k,polycarbonate diffuser ,10kv surge protection,IP66,with marine grade aluminum body with appropriate optics streetlight LED fixtures	no.	368		
		<b>Total of Supply and delivery of material</b>	sum	1		
D 1		<b>Installation of Luminaires</b>				
D 1.1		Install in the existing 33 high mast ring equal or similar approved to FLED 2400,4000k,marine grade aluminium,+50000hrs.,with 10KV surge protection and integrated Nema socket High mast LED fixtures	no.	186		
D 1.2		Install in the existing fiberglass poles equal or similar to 200W,4000k,poly carbonate diffuser ,10kv surge protection,IP66,with marine grade aluminum body with appropriate optics streetlight LED fixtures	no.	368		
		<b>Total of Installation of Luminaires</b>	sum	1		
		<u>Mechanical Works</u>				
E.1		<b>Mechanical works</b>				
	3.2(C3)	Apply corrosion protection on all exposed steel parts on all existing high mast light poles	no	33		
		<b>Total of Mechanical works</b>	sum	1		
E.1		<b><u>TESTING &amp; COMMISSIONING</u></b>				
E.1.1		<b><u>TESTING</u></b>				
		Note: Includes actual on-site test and report/test certificates that ought to be handed over to TNPA Port of Ngqura representative.				

	3.2(C3)	Testing ,commissioning and issuing of C0C	sum	1		
		<b>Total of Testing</b>	sum	1		
F1		<b><u>HANDOVER</u></b>				
F1.1	3.2(C3)	Post implementation light survey report	sum	1		
		<b>Total of handover</b>	sum	1		

		Total of Preliminary and General	sum	1		
		Total of Supply and delivery of material	sum	1		
		Total of Installation of Luminaires	sum	1		
		Total of decommissioning	sum	1		
		Total of Mechanical works	sum	1		
		Total of Testing	sum	1		
		Total of handover	sum	1		
		<b>TOTAL</b>				
		<b>ADD VAT (15%)</b>				
		<b>GRAND TOTAL</b>				

[illegible]

# SECTION 1

## 1 Description of the works

### 1.1 Executive overview

The *Works* that the *Contractor* is to perform involve electrical, civil and structural *Works* for the Port of Ngqura Lighting Upgrade project.

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

- The Supply, Delivery, installation and commissioning of all the associated works for the lighting upgrade.
- Commissioning and testing of the entire installation and hand over to the Employer.
- Erect, wire and commission HM 32 and 7 as detailed in specification TPD-010B-HIGHMSTSPEC-B.
- Treat and paint the steel high mast steel poles for corrosion protection as detailed in specification EEAM-Q-008 .

### 1.2 Employer's Objectives

1.2.1 The Employer intends to acquire the services of a suitably qualified and experienced Electrical Contractor to supply, deliver, upgrade and commission the port area and perimeter lighting at various locations within the Port of Ngqura.

1.2.2 The purpose of this exercise is to ensure operations at the port meet the statutory port lighting requirements. To achieve this, the employer seeks to achieve the following objectives:

- a) Supply and Install LED High mast Luminaires as per specification on all existing poles, as well as removal of existing HPS luminaires.
- b) Supply and Install LED Streetlighting Luminaires as per specification on all existing poles, as well as removal of existing HPS luminaires.
- c) Erect, wire and commission HM 32 and 7
- d) Apply corrosion protection on all existing high mast poles.
- e) Transportation of all of removed equipment to demolition site;
- f) Testing and certifying installation.
- g) Complete all construction works within a period of 20 weeks commencing from the date offsite access.



- h) Execute all works with the highest level of environmental and quality standards, in a safe manner and in compliance to OHS Act and its applicable regulations and standards (OHS Act, SANS Codes etc.); and
- i) Ensure least amount of disruptions to on-going port and terminal operations or the activities of other stakeholders within the port

1.2.3 Shown by Figure1 below is the battery limits of the scope of work:

**Figure 1: Battery Limits**



### 1.3 Interpretation and Terminology

The following abbreviations are used in this Works Information:

Table 1 – Abbreviations

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
ECSA	Engineering Council of South Africa
EPC	Energy Performance Certificate
HPS	High Pressure Sodium
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
IB	Inspection Body
INC	Independent Nominated Consultant
IP	Industrial Participation

IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
LED	Light Emitting Diode
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SANAS	South African National Accreditation System
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification



SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

## **2 General constraints on how the Contractor provides the works**

### **2.1 General constraints**

#### **2.1.1 Use of the Site**

The Contractor should note that the site is located at various locations at the Port of Ngqura and therefore care should be taken to cause minimal disruptions to operations.

#### **2.1.2 Access to the Site**

The contractor shall be responsible for any permits obtained for access to the site and the overhead costs shall be deemed to be inclusive of the cost for access permits issued by third parties.

A Site Access Certificate will be issued to the Contractor once the Contractor's SHE file is approved. Access to all TNPA sites are controlled by the TNPA Security department and their appointed service provider

#### **2.1.3 Deliveries**

Deliveries made to site should be declared to the security personnel on duty by means of a material list.

#### **2.1.4 Noise and vibrations**

Noise and vibrations during construction should be kept to a minimum. The Contractor shall inform the site occupants whenever operations on site will cause noise and/or vibrations. The Contractor shall provide the site occupants with hearing protection should the operations on site because noise levels above the recommended level for safe working conditions. The provision of personal protective equipment to other site occupants, as a result of site conditions, shall be for the cost of the Contractor.

#### **2.1.5 Working Hours**

Normal working hours are between 07:30 and 16:30 Mondays to Fridays. The site is however occupied on a 24 hour basis, seven days a week. The Contractor must obtain written permission to work outside the stated normal working hours at least 24 hours before such work is to be undertaken. TNPA will not unreasonably withhold permission.

#### **2.1.6 Parking**

There is limited space for parking on the site and the Contractor should take care not to park in areas that may limit traffic flow. The designated area for parking is across the road from the building that is to be refurbished. The Contractor's site should however be set up in a manner that allows for the movement of abnormal vehicles through the entrance on an ad hoc basis.

#### 2.1.7 Contractor's Equipment

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

All plant used by the Contractor on site shall be properly maintained and operated. Equipment used in all areas is to be intrinsically safe. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records. All equipment supplied by the Contractor will comply with the relevant standard specifications.

#### 2.1.8 Pollution, ecological or environmental impacts

The contractor shall appoint a responsible person to ensure that no accident shall occur on site that could cause pollution. Where the contractor was negligent and caused any form of pollution the damage shall be rectified at the contractors cost.

#### 2.1.9 Interfaces between the works and existing things

The contractor must make sure that their employees do not interfere with Transnet National Ports Authority assets. Any damage to any Transnet National Ports Authority assets during construction will be repaired by the contractor at their own cost.

#### 2.1.10 Employer specific policies and procedures

The contractor must comply with SHE policies, procedures and requirements. The SHE file with all required information shall be submitted to the project manager for review within ten (10) days after the issuing of the purchase order.

## 2.2 Confidentiality

2.2.1 The data and information supplied by Transnet National Ports Authority remains the sole possession of Transnet National Ports Authority and any unauthorized alteration; distribution; copying, modification; reproduction in whole or in part; propaganda; and/or use for gain or otherwise is strictly prohibited.

2.2.2 Transnet National Ports Authority provides no warranty, expressed or implied as to accuracy, completeness or reliability of the data and information.

2.2.3 No liability shall devolve upon or be incurred by Transnet National Ports Authority and/or its officials through use of the data and information supplied.

## **2.3 Security and protection of Site**

2.3.1 The contractor is to provide their own security for the protection of the Works. If the contractor elects not to do so, it is at their own risk.

## **2.4 Security and identification of people**

2.4.1 The contractor must provide the list of employees that will be entering the site and apply for permits for their employees that will be working on site. Employees must provide identification when entering the site or when requested to do so by Transnet National Ports Authority employees or appointed security officials.

## **2.5 Protection of existing structures and services**

2.5.1 The Contractor will be held responsible for any damage to existing structures and surfacing caused by the Contractor during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the Supervisor on conclusion of the Works. For this purpose a joint inspection with the Supervisor will be carried out prior to occupation of the site(s) and any existing damage noted.

## **2.6 Protection of the works**

2.6.1 The contractor is responsible for the protection of works against damage, during the refurbishment period.

## **2.7 Site Cleanliness**

2.7.1 The contractor shall provide for the cleaning up of any spill of chemicals, material or debris of whatever kind, generated from work, throughout the duration of the contract. Housekeeping should be done by close of business daily. The cleanliness of roads around the site, must be maintained at all times.

## **2.8 Traffic management**

2.8.1 The contractor shall ensure that work on site does not interfere with the traffic entering and exiting the harbour. No vehicle may be parked in the site access road.

2.8.2 Should the contractor require to conduct work in close proximity to the road, the contractor shall confirm to all traffic management requirements and procedures. Any works that shall impact on the traffic entering and exiting the harbour must be communicated in advance to the Project Manager, together with submitting a traffic management plan.



**2.9 Control of site personnel**

2.9.1 The Contractor's Employees will be issued with temporary permit slips for the duration of the project as the project duration is 18 months.

**2.10 Waste materials**

2.10.1 The Contractor is responsible for providing waste skips on site. The disposal of waste generated by the Contractor shall be for the Contractor's account. No waste generated by the Contractor shall be disposed of through TNPA's municipal bins. The Contractor shall remove all waste skips upon completion of the project.

**3 ENGINEERING AND CONTRACTOR'S DESIGN**

**3.1 Employer's Design**

3.1.1 The design of the works is done by Transnet National Ports Authority's Port Engineering department, Port of Ngqura and shall consist of electrical, civil and structural works as listed below:

Table 2 – List of Employer's multi-disciplinary design for works

Discipline	Scope
Electrical	The selection of all the high mast and streetlight fittings for upgrade
Mechanical	The selection of all the high mast and streetlight fittings poles for corrosion protection

3.1.2 The Employer's design for the works is contained herein the drawings and documentation provided with the tender. The following list of specifications and requirements shall be handed over to the Contractor and used for the purpose of further reference and adherence:

Table 3 - List of TNPA documents and requirements



Reference	Description
ANNEXURE A	TPD-010B-HIGHMASTSPEC-B -Specification for the maintenance and upgrade of high mast lighting structures
ANNEXURE B	CORROSION PROTECTION (SPECIFICATION HE9/2/8 - [Version 16] - July 2002)
ANNEXURE C	TNPA SHE Specifications
ANNEXURE D	Port lighting layout
ANNEXURE E	Health & Safety Management Plan

3.1.3 The Employer shall make available all the layout drawings and technical information to facilitate the retrofit and upgrade the port area and perimeter lighting to LED. The following drawings may be used for the purposes of tendering:

Table 4 - List of Drawings

Drawing number	Description
H500204-1-117-C-GA-0005-01-05JV	Port Security - High mast and Streetlighting Layout and Details

3.1.4 The Employer grants the Contractor a license to use the copyright in design data presented to the Contractor for the purpose of the works (and the Contractor's obligation under paragraph 3.2 of the Employer's Works Information) only.

## 3.2 Contractor's Design

Activity	Deliverables
Supply and Delivery	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>Submit a material list of all proposed LED light fixtures and simulation results for Project Managers approval prior to placement of orders.</li> <li>Ensure the compatibility, safety and compliance of proposed LED retrofits or replacements with the existing high mast or streetlighting fixtures respectively.</li> <li>Supply ,deliver and install in the existing high mast ring 264(quantity), equal or similar approved too FLED2400,4000k,marine grade aluminium,+50 000 hrs lifespanHigh mast LED fixtures</li> <li>Supply, deliver and install in the existing fiberglass poles 528(quantity), equal or similar to 200W,4000k,poly carbonate diffuser ,10kv surge protection,IP66,with marine grade aluminium body with appropriate optics streetlight LED fixtures</li> </ol>

Mechanical Works	a) Apply corrosion protection on all exposed steel parts on all existing high mast light poles;
Installation	<p>The Contractor shall: <b>High Masts</b></p> <ul style="list-style-type: none"> <li>a) Identify, isolate, lower and remove existing HPS light fixtures for each respective high mast structure.</li> <li>b) Retrofit all existing HPS high mast fixtures with LED light luminaires.</li> <li>c) Ensure retrofit kits are mounted securely onto existing high mast structures as per OEM recommendations.</li> <li>d) Ensure all electrical connections are wired appropriately;</li> <li>e) Scrap and dispose of any material removed as part of the retrofit including the removal of all parts of old fixtures no longer in use;</li> <li>f) Raise, secure and reinstate high mast structure.</li> <li>g) Erect high mast 7 and 32 on the existing foundation and bolt group as per Transnet specification and execute point (b-e) of the installation in this scope of works.</li> </ul> <p><b>Streetlights</b></p> <ul style="list-style-type: none"> <li>a) Identify and isolate and remove existing HPS light fixtures for each respective streetlight.</li> <li>b) Replace all existing HPS high mast fixtures with LED light luminaires.</li> <li>c) Ensure all electrical connections are wired appropriately.</li> <li>d) Scrap and dispose of any material removed as part of the replacement including the removal of all parts of old fixtures no longer in use;</li> </ul>
Testing and Commissioning	<ul style="list-style-type: none"> <li>a) Test all electrical connections, functionality and operation of all high mast and streetlight fixtures;</li> <li>b) Commission the installation and re-instate site to original condition</li> </ul>

### 3.3 Mechanical Works

#### 3.3.1. Corrosion Protection

**a) Scope of works**

The scope to be carried out by the Contractor shall include but not be limited to the following:

- Disassemble, Treat, and paint the steel 29 X 30m high mast steel poles for corrosion protection as detailed in specification EEAM-Q-008 .
- Erect 29 x 30m high mast lights complete with their mounting rings as detailed in the specification TPD-010A-HIGHMASTSPEC-A

**b) Specifications**

3.3.d.1. The specification covers requirements for protective coating of iron and steel structures, Structural steelwork in coastal area (within 10km from coast).electrical motors, gear boxes etc. against corrosion and must be read in conjunction with the main specification as well as the following (latest editions):

- SANS 10064 "Preparation of steel surfaces for coating"
- SABS 121 "Hot-dip (galvanized) zinc coatings"
- SANS 1091 "National colour standards for paint"
- BS 5493 "Code of practice for protective coating of iron and steel structures against corrosion"
- against corrosion"

**c) Types of Corrosion Protection to be used.**

3.3.c.1. The coatings specified in this specification are chosen according to BS 5439, Table 3, part 9, to ensure that the condition of the surface will be at least RE2 on the European scale of degree of rust, after 10 years in an environment of frequent salt spray, chemicals and polluted coastal atmosphere. During the 10 years, the normal maintenance painting will be done.

3.3.c.2. The paint manufacturer shall guarantee the paint for at least 10 years.

3.3.c.3. Should a tenderer wish to offer coating systems other than those specified, as an alternative, he shall submit full technical details and a list comparing all appropriate details of the alternatives proposed, with the original specified.

3.3.c.4. Tenderers must ensure that the different coats they offer in their tenders are compatible with each other.

3.3.c.5. The coating of proprietary items must be done according to Clause d.

3.3.c.6. All galvanized components including bolts and nuts but excluding walkway gratings, must be painted with the specified system, unless otherwise approved.

3.3.c.7. The coating systems to be used must be as per EEAM-Q-008 Specification for Corrosion Protection.

3.3.c.8. The paint manufacturer's recommendations for the application of the different coating systems, curing time before handling or application of subsequent coats, health and safety recommendations etc. must be carefully adhered to.

3.3.c.9.

- 3.3.c.10. Paint contractors must have a quality management system which must be submitted to the Project Manager for approval before commencement of the work.
- 3.3.c.11. Galvanizing shall be done to SANS 121 heavy duty hot dip galvanizing to a thickness of at least 85µm. Electroplated components in zinc or cadmium are not acceptable.
- 3.3.c.12. All mounting bolts, nuts, washers and brackets as well as all fixing bolts, studs nuts and washers shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.
- 3.3.c.13. High tensile bolts for friction grip joints must be hot dip galvanized and painted. High tensile bolts must be certificated after galvanizing.
- 3.3.c.14. The full paint system shall be applied to all surfaces which are to be covered with wear pads, linings etc.
- 3.3.c.15. For steelwork which will be transported over long distances and erected on site the two pack epoxy primers is preferred.

**d) Propriety Items**

- 3.3.d.1. Proprietary items must either be painted according to this specification or where the coating system is equal to or exceeds this specification sufficient proof of the coating system applied must be provided. Items which are nearly equal to this specification shall be given a finishing coat according to this specification's thicknesses and final colours and to the following procedure:
- 3.3.d.2. A crosscut test must be done to SANS SM159 to determine if the original coating adheres correctly to the substrate;
- 3.3.d.3. The original coating shall be rubbed down to remove any smooth finishing to form a suitable key for the finish coat and any damaged areas prepared and patch primed with a suitable primer.
- 3.3.d.4. The item must then be detergent washed to remove any foreign matter, taking care that no dust, solvent etc. contaminates any working part of the item;
- 3.3.d.5. A test shall be done on the existing coat to ensure that the finish coat will not react with and cause undue dissolving and lifting of the existing coat. This can be done by applying a small quantity of the finishing coat thinners.
- 3.3.d.6. Should any undue dissolving or lifting occur, a suitable intermediate or barrier coat must be applied before the finishing coat is applied.
- 3.3.d.7. Proprietary items which failed the crosscut test and which generally have inadequate protection shall be dismantled and the full corrosion protection specification applied.

**e) Surface Preparation**

- 3.3.i.1. All steel surfaces shall be detergent washed and fresh water rinsed to remove all oil, grease and surface contaminates before shot blasting.
- 3.3.i.2. Sharp edges shall be radiused and major roughness of welds shall be removed by grinding. Welding spatter and flux shall be removed.

- 3.3.i.3. Components manufactured from hot rolled steel sections and steel plate shall be blast cleaned to base metal in accordance with SANS 10064 grade SA2½ - very thorough blast cleaning, to remove all mill scale, rust, weld spatter etc.
- 3.3.i.4. "Sharp" chilled iron shot, chilled iron grit, or granular abrasive slag is to be used to produce a proper degree of surface roughness.
- 3.3.i.5. Blast profile shall be determined by micrometre profile gauge, Keane-Tator surface profile comparator or Testex press-o-film.
- 3.3.i.6. The profile height shall be between 40 and 50 µm at any point.
- 3.3.i.7. Good quality blast cleaning and spray painting equipment shall be used. Air used for spraying and blast cleaning shall be free from all traces of oil, water and salinity. Water and oil traps must be fitted to all equipment.
- 3.3.i.8. When wet blasting is done the primer shall be applied before oxidization starts or surface contamination occurs.
- 3.3.i.9. Components manufactured from 3CR12 steel shall be lightly abraded. The components shall then be passivized by using a mixture of 10 - 15% nitric acid in water which is rinsed off after 10 - 15 minutes. The surface shall be neutralized to pH 7 before it is coated.
- 3.3.i.10. Hot-dip galvanized components, galvanized bolts and nuts etc. shall be lightly abraded with a galvanizing pre-cleaner. The components shall then be washed with detergent and water and washed down with clean water until a water break free surface is achieved. Allow to dry thoroughly.

**f) Joints and Mating Surfaces of Members**

- 3.3.f.1. Mating (faying) surfaces of members which have to be joined by high tensile steel bolts in friction grip shall be cleaned according to Clause 4 and painted with primer only.
- 3.3.f.2. After being assembled joints so formed shall be seal welded and painted or after the intermediate coat was applied the edges shall be sealed with an approved brand of paintable flexible sealant or mastic (e.g. Butyl rubber, polyurethane sealer or two component epoxy), by means of a suitable caulking gun.
- 3.3.f.3. All rivets, bolts, welds, sharp edges etc. must be covered with a "stripe coat" of the primer or intermediate coat specified to ensure the correct dry film thickness on sharp edges, as well as sealing of bolt threads to head etc.
- 3.3.f.4. All other mating surfaces must be sealed with an approved brand of flexible Butyl rubber, paintable Silicone, polyurethane sealer or two component epoxy sealer, and joined while still wet. All excess compounds must be completely removed.

**g) Painting Procedures**

- 3.3.g.1. Directly before the application of paint, the area to be painted shall be degreased with a suitable degreaser and left to dry.
- 3.3.g.2. Paint shall only be applied under the following conditions:
  - There is adequate light.
  - The steel temperature is between 5 and 50°C and at least 3°C above the dew point of the

air.

- The relative humidity of the air is between the limits specified by the paint supplier.
- Wind does not interfere with the method used and sand and dust cannot be blown onto wet paint.

- 3.3.g.3. Steelwork shall be supported on trestles, at least 900 mm off the ground for painting purposes.
- 3.3.g.4. An adequate number of test readings shall be taken per square meter in order to determine the dry film thickness.
- 3.3.g.5. The paintwork shall be acceptable if the average of the test readings taken falls within or exceeds the ranges given.
- 3.3.g.6. Paintwork shall not be acceptable if any single test reading is less than the specified minimum thickness.
- 3.3.g.7. An ultrasonic or electronic magnetic flux thickness measurement gauge shall be used, but in case of dispute, destructive testing shall be applied. The painted steelwork shall present a clean, neat appearance of uniform colour and gloss as applicable to the paint used. Each coat of paint shall be applied as a continuous, even film of uniform thickness. More than one application of paint may be required to achieve the dry film thicknesses specified or to obliterate the colour of the previous coating.
- 3.3.g.8. The use of thinners or solvents at any stage of the work is prohibited, unless specified by the paint manufacturer.
- 3.3.g.9. Precautions shall be taken to prevent coatings from being applied to equipment nameplates, instrument glasses, signs etc.

## h) Colour Codes

3.3.i.1. Machinery and equipment shall be painted in the following final colours:

Area	Colour	Code No. [SABS 1091 and International No's]
Mobile equipment (cranes, loaders etc.) a) Structure, machinery and electrical houses, operator's cabins, chutes, hoppers etc. b) Undercarriage, travel bogies, rubber tyred rims	Transnet White  Transnet dark grey	RAL 9016  RAL 7024 (Graphitgrau) SABS 1091 GO4 (Bluegrey) BS 381C-633
<b>Industrial buildings, conveyor structures</b>		
a) Roofs and canopies	Pantone cool grey 10	RAL 7037 (Staubgrau)
b) Painted walls	Pantone cool grey 3	RAL 7035 (Lightgrau) or SABS 1091 G62 (Pale grey)
c) Steel columns, rafters, trusses	Pantone cool grey 5	RAL 7004 (Signalgrau)
<b>General</b>		
a) Guards	Golden yellow	SABS 1091-B49 RAL 1003
b) Sheaves	Orange	RAL 2008
c) Cable reels (Stainless steel	Orange	RAL 2008
Machine buffers and parts of machine which could constitute a serious hazard	Golden Yellow (High Gloss) with Luminous green stripes in chevron pattern	SABS B49 and Luminous green

Area	Colour	Code No. [SABS 1091 and International No's]
e) Any exposed rotating part of machinery, electrical Switch-gear (other than starting and stopping devices and emergency stop control), electrical services e.g. conduit and allied fittings	Light Orange (High Gloss)	SABS 1091 B26 BS 381C-557
f) Low voltage switchgear panels where orange is not aesthetically acceptable	Light grey	SABS 1091-G29 BS 381C-631
g) Medium voltage cable trays, switchgear and motors (3,3 kV and up)	Oxford Blue	SABS FO2 BS 381C-105 RAL5003
h) Starting devices, low voltage cable trays and switchgear	Mid Brunswick green (high gloss)	BS 381C-228 SABS1091-EO4 RAL6005
i) Parts of stationary machinery (Electrical, motors, gearboxes, brakes, transformers, etc.)	Light Grey	SABS G29 BS 381C-631
j) Hand levers, hand wheels, oiling points, handrails on walkways, ladders	Golden Yellow (High Gloss)	SABS 1091 B49 BS 381C-356
k) Stopping devices, grease points, motor fan covers and danger signs (not symbolic safety signs for which see SABS 1186)	Signal red (High Gloss)	SABS 1091 A11 BS 381C-537 RAL3001



l) Walkways (non slip surfaces) (galvanized gratings not to be painted)	Shop floor green	
m) Informatory signs and notices (not symbolic safety signs for which see SABS 1186)	White on Emerald Green (High Gloss)	White on SABS 1091 E14 BS 381C- 228
<b>Pipe lines</b>		
a) Reclaim water piping	Aluminium	
b) Slurry pipe lines	Dark admiralty grey	SABS 1091-G12
c) Fire protection piping	Signal red	SABS 1091-A11
d) Wash water drain pipes	Light grey	SABS 1091-G29
e) Instrument air	White with Strong blue band	White and SABS 1091-F11
f) Plant air	White with Flag blue band	White and SABS 1091-FO4
g) Potable water	Grass green	SABS 1091-D14

**i) Field Touch-up Painting**

- 3.3.i.1. Damaged and unpainted areas, fasteners, welds, etc. shall be cleaned by wire brushing with hand tool or power tool in a manner which will minimize damage to sound paint. Grinding will not be allowed. Rust spots shall be cleaned to bright metal. Thick edges of old paint abutting on bare metal surfaces shall be feathered by scraping and sanding.
- 3.3.i.2. Where welding is required on areas already coated with the coating system, the coat should be stepped back for  $\pm 30\text{mm}$  around the weld area.

- 3.3.i.3. The paint shall be applied to match the original coats in accordance with the manufacturer's recommendations for the specific paint system.
- 3.3.i.4. Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.
- 3.3.i.5. Areas of damaged galvanizing shall be repaired with an approved cold galvanizing product or metal sprayed by the wire spraying process with Zinc, and then touched up with the specific paint system.

**j) General**

- 3.3.j.1. All walkways, floors, maintenance platforms etc. must be painted with a durable, non-skid coating of the appropriate colour.
- 3.3.j.2. Exposed machined surfaces must be coated with a strippable corrosion inhibitor (e.g. Tectyl).
- 3.3.j.3. Where different materials will be in contact with each other and galvanic corrosion can occur the contact areas of the materials must be isolated from each other or the joints made water proof to prevent ingress of moisture.
- 3.3.j.4. All components must be designed with corrosion prevention in mind and specifically the following:
- No entrapment of dirt, product, moisture etc.
  - No areas must be inaccessible for maintenance such as too narrow gaps etc.
  - Large flat areas rather than complicated shapes and profiles.
  - No sharp corners and discontinuous welds.
- 3.3.j.5. Parts of equipment which are exposed to high temperatures must be coated as per specification EEAM-Q-008 Specification for corrosion protection.

**k) Maintenance Painting of Structures**

- 3.3.k.1. Areas which are only lightly corroded must be cleaned by means of high pressure water blasting or wire brushing by power tool as per specification EEAM-Q-008 Specification for corrosion.
- 3.3.k.2. Alternatively, the Noxyde paint system can be used, consisting of two to three coats of water based Noxyde paint to achieve a DFT of 350 to 400 microns. Where the Noxyde system is used on areas other than slightly corroded structural areas, the following additional requirements must be observed:
- 3.3.k.3. Very smooth surfaces (e.g. 3CR12, stainless steel or hot-dip galvanized components, bolts, nuts and fittings, and HT bolts): Parts must be thoroughly degreased using Opti Degreaser, washed down with potable water, and immediately when dry, a single coat of OptiPrimeAqua applied.
- 3.3.k.4. Paintable flexible sealant/mastic: Only sealant approved by the paint manufacturer may be used, and an initial coat of OptiPrimeAqua applied over it before the further coats of Noxyde are applied.
- 3.3.k.5. Bolted/riveted connections: After blasting or and/or cleaning as required, apply a coat of OptiPrimeAqua and an additional stripe coat of Noxyde, in contrasting colour, to all bolt/nut and plate edges and crevices.
- 3.3.k.6. The adhesion of old coatings must be verified by doing a cross cut adhesion test on selected areas.

- 3.3.k.7. The compatibility of the new paint system on the old coating must be tested and guaranteed in writing by the paint supplier.
- 3.3.k.8. The work and coating system must be guaranteed for a minimum of 12 months.
- 3.3.k.9. All heavily corroded areas must be shot blasted to minimum SA2
- 3.3.k.10. Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.
- 3.3.k.11. Repairs to the insides of all the enclosed sections of the booms as well as the insides of the crane legs, sill beams, cross beams, pylon cross bracing members etc. shall be done as above but the top coat need not be applied.

### **3.4 Electrical Engineering Works**

#### **3.4.1. Scope of work**

- The Supply, Delivery, installation and commissioning of all the associated works for the lighting upgrade.
- Commission and testing of the entire installation and hand over to the Employer.

#### **3.4.2. General**

- 3.4.2.1. Transnet's Port electrical appointed personnel shall perform all the required switching and control work permits.
- 3.4.2.2. For any required switching, the *Contractor* shall submit a notification to the *Project Manager* seven days prior to the required work being performed.

#### **3.4.3. Standard of work, Plant & Materials**

- 3.4.3.1. The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142-1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
- 3.4.3.2. All Plant and Material used shall be of minimum SANS approved all the work shall be carried by qualified and experienced electrician and qualified staff under proper supervision by experienced and competent officers.
- 3.4.3.3. All Plant and Material shall comply with the relevant National or International standard specification.

#### 3.4.4. Generic Specifications

All *Design's* undertaken, *Plant's* and *Materials* supplied by the *Contractor* in agreement with the *Employer*, with the intention to execute the works detailed in this document, shall comply in general with all associated Transnet Specifications listed below. It is understood that Transnet Specification requirements are more stringent than the SANS standard requirements, the *Contractor* is required to fully comply with the Transnet Specifications. In the case where SANS standard is stringent than Transnet Standard, the *Contractor* shall comply with SANS Standard. The contractor shall also verify all site details given in the employers' drawings.

<b>TDPLED FLOODLIGHT LUMINAIRE SPEC</b>	Specification For the Supply Of Luminaires For Lighting Of Yards and High mast Lighting
<b>TPD-010A-HIGHMASTSPEC-A</b>	Specification for the design, supply and installation of high mast lighting.
<b>TPD-010B-HIGHMASTSPEC-B</b>	Specification for the maintenance and upgrade of high mast lighting structures
<b>EEAM-Q-008</b>	Specification For Corrosion Protection

#### 3.4.5. Service Conditions

The Plant and Material shall be designed and rated for continuous operation under the following conditions.

##### 4.5.5.1 Ambient/Environment Conditions:

All Plant and Material offered shall be rated for continuous operation under the following conditions:

- Altitude: 0 to 1800m Above Sea Level
- Ambient temperature: -5°C to +40°C (daily average +35°C)
- Relative humidity: As high as 96%
- Lightning conditions: low, with a maximum lightning ground flash density of 4 flashes per km<sup>2</sup> per annum.
- Atmospheric conditions: Salt laden and corrosive industrial Chemical and dust nature. Frequent Heavy rains driven by wind reaching Speed of 100Km/h and above.

##### 4.5.5.2 Normative References

The following publications and specifications (latest edition) shall apply where contextually correct:

SANS 10313	Protection against Lightning – Physical damage to structures and life hazard
SANS 10064	Code Of Practice For The Preparation Of Steel Surfaces For Coating.
SANS10142-1	Code Of Practice For The Wiring Of Premises
SANS 10389-1	Exterior Lighting Part 1: Artificial Lighting Of Exterior Areas For Work And Safety
OHS Act	Occupational Health And Safety Act Of 1993
SANS 10199	The Design And Installation Of Earth Electrodes
SANS152	Low Voltage Air Breaker Switches, Connectors, Switch Disconnectors, Fuse Combination Units.
SANS 172	Low Voltage Fuses
SANS 767-1	Earth Leakage Protection Units.
SABS 763	Hot Dip Zinc (Galvanised) Coatings
SANS 890-1	Ballasts For Fluorescent Lamps:
SABS 950	NonMetallic Conduit And Fittings.
SANS 1091	National Colour Standards For Paints.
SANS 1012	Electric Light Dimmers
SANS 1065-1	Metal Conduits And Fittings For Electrical Wiring
SABS 1180	Electrical Distribution Boards
SANS 1507	Electric Cables With Extruded Solid Dielectric Installation For Fixed Installations
SANS 1279	Floodlight Luminaires
SABS IEC 439	Low Voltage Switchgear
SABS IEC 309	Plugs, Socket Outlets And Couplers For Industrial Purposes
SABS IEC 742	Isolating Transformers And Safety Isolating Transformers

SANS 10225	Design and construction of lighting masts
SANS 121	Hot Dip Galvanized coating on fabricated iron and steel articles specifications and test methods
SANS 10225	Glass reinforced polyester Poles

### 3.4.6. Zone 1

#### 3.4.6.1. Joorst Park and Sand by-pass Area

- a The *Contractor* shall uninstall all existing HPS luminaires on existing high masts along Neptune (8 luminaires per mast) . Existing HPS luminaires shall be returned to the TNPA maintenance manager at the Brenton House.
- b Disassemble, Treat, and paint the steel 14 X 30m high mast steel poles for corrosion protection as detailed in specification EEAM-Q-008 .
- c The Contractor shall supply, deliver, offload, retrofit and install in the existing high mast ring equal or similar approved to Too FLED2400,4000k,marine grade aluminium,+50 000 hrs lifespan surge protection device, including photocell with 5188 optics and integrated Nema socket High mast LED fixtures
- d The Contractor shall terminate the low voltage (LV) cables for the power supply to the existing low voltage distribution board in each high mast pole.
- e Should the Contractor suggest a different luminaire, they are to undertake simulations and submit to the Employer's Engineer for acceptance.
- f The Contractor is required to test the installation in the presence of the Employer 's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers. The Contractor shall also issue a "RMD 9 certificate" shall be issued for all high masts that have been installed or refurbished.
- g The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the lighting survey.

### 3.4.7. Zone 2

#### 3.4.7.1. Entrance plaza, eMendi and layup area

- a The *Contractor* shall uninstall all existing HPS luminaires on existing high masts along perimeter fencing between TNPA and CDC (8 luminaires per mast) . Existing HPS luminaires shall be returned to the TNPA maintenance manager at the Brenton House.
- b Disassemble, Treat, and paint the steel 19 X 30m high mast steel poles for corrosion protection as detailed in specification EEAM-Q-008 .
- c The Contractor shall supply, deliver, offload, retrofit and install in the existing high mast ring equal or similar approved to Too FLED2400,4000k,marine grade aluminium,+50 000 hrs lifespan surge protection device, including photocell with 5188 optics and integrated Nema socket High mast LED fixtures

- d The Contractor shall terminate the low voltage (LV) cables for the power supply to the existing low voltage distribution board in each high mast pole.
- e Should the Contractor suggest a different luminaire, they are to undertake simulations and submit to the Employer's Engineer for acceptance.
- f The Contractor is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers. The Contractor shall also issue a "RMD 9 certificate" shall be issued for all high masts that have been installed or refurbished.
- g The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the lighting survey.

### 3.4.8. Zone 3

#### 3.4.8.1. Klub Road area

- a The Contractor shall uninstall 136 existing HPS luminaires and issue the removed items to the TNPA maintenance manager at the Brenton House.
- b The Contractor shall supply, deliver and install similar or equal approved to 136 x 200W,4000k,poly carbonate diffuser ,10kv surge protection,IP66, 10kV surge protection device, fitted with integrated photocell on a NEMA socket on poles. Luminaires.
- c The Contractor shall reconfigure (orientation and aiming angles) all the newly installed light fittings.
- d Should the Contractor suggest a different luminaire, they are to undertake simulations and submit to the Employer's engineer for acceptance.
- e The Contractor is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.
- f The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the lighting survey.

#### 3.4.8.2. Joorst Park admin office area

- a The Contractor shall uninstall 10 existing HPS luminaires and issue the removed items to the TNPA maintenance manager at the Brenton House.
- b The Contractor shall supply, deliver and install similar or equal approved to 10 x 200W,4000k,poly carbonate diffuser ,10kv surge protection,IP66, 10kV surge protection device, fitted with integrated photocell on a NEMA socket on poles. Luminaires.
- c The Contractor shall reconfigure (orientation and aiming angles) all the newly installed light fittings.
- d Should the Contractor suggest a different luminaire, they are to undertake simulations and submit to the Employer's engineer for acceptance.
- e The Contractor is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.

- f The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the lighting survey.

#### **3.4.8.3. Port control area**

- a The Contractor shall uninstall 16 existing HPS luminaires and issue the removed items to the TNPA maintenance manager at the Brenton House.
- b The Contractor shall supply, deliver and install similar or equal approved to 16 x 200W,4000k,poly carbonate diffuser ,10kv surge protection,IP66, 10kV surge protection device, fitted with integrated photocell on a NEMA socket on poles. Luminaires.
- c The Contractor shall reconfigure (orientation and aiming angles) all the newly installed light fittings.
- d Should the Contractor suggest a different luminaire, they are to undertake simulations and submit to the Employer's engineer for acceptance.
- e The Contractor is required to test the installation in the presence of the Employer's Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the Employer's Engineers.
- f The Contractor shall undertake a lighting survey at night to measure and record the lighting level in the area where work was undertaken in the presence of the Employer's Engineers. The Contractor shall notify the Employer's Engineer, seven days prior to the survey.



### **3.5 Contractor's Design Responsibility**

- 3.5.1 All temporary *works* shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility. The *Contractor* shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the temporary *works*. The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirement of the construction regulations with regards to the temporary *works*. Temporary *works* are all *works* other than the permanent *works* indicated on the drawings and which shall be removed from the site at the end of construction.
- 3.5.2 Those sections of the permanent works specifically marked on the drawings as 'to be determined by' or 'to be designed by' the Contractor
- 3.5.3 Should the Contractor wish to submit alternative designs with respect to any of the Employer designed works, these alternatives shall be considered by the Project Manager and assessed accordingly.

### **3.6 Submission, Review and Acceptance of Contractor Documentation**

- 3.6.1 The *Contractor* shall submit detailed drawings for all designs, both *Contractor's* designs and *Employer's* designs, to the *Project Manager* for acceptance by the *Employer's* Consultant or the *Employer's* Engineers.
- 3.6.2 Lighting designs where the Contractor has suggested alternative luminaires. The Contractor shall undertake these designs in compliance with SANS 10389-1.
- 3.6.3 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, all residual design responsibility and overall responsibility for the total design solution for the Works rests with the Contractor.
- 3.6.4 Acceptance of documentation by the Project Manager will in no way relieve the Contractor of its responsibility for the correctness of information, or conformance with his obligation to Provide the Works. This obligation rests solely with the Contractor.
- 3.6.5 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

- 3.6.6 The *Contractor* shall allow the *Project Manager* 2 weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 3.6.7 On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- 3.6.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

### **3.7 Copyright/ License**

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

## **4 Construction**

The appointed contractor shall be required to make available a competent and adequately qualified team, equipment, tools and material to undertake the supply, delivery, installation and commissioning of all perimeter and area lighting for the port of Ngqura.

### **4.1 Temporary works, site services and construction constraints**

- 4.1.1 Information to be obtained from site

The Contractor shall visit the site of the proposed works and acquaint themselves with the nature of the works, the condition under which the work is to be performed; the means of access to the site and in general, with all matters that may influence or affect the contract.

The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any additional cost in connection to the position or nature of the work will be entertained.

#### 4.1.2 Employer's site entry and security control

The Contractor shall comply with the Employer's site entry and security control requirements. The Contractor is required to produce an inventory of material, plant and equipment when entering and exiting TNPA premises. The Contractor shall not be permitted to remove TNPA material, plant and equipment without a permit issued by the Project Manager or Site Supervisor.

The Contractor is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas. The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

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

The Contractor ensures that any of his staff, labour and Equipment moving outside of the allocated Site and Working Areas does not obstruct the operations of the Port of Saldanha Bay.

The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

All Contractor's staff and labour complies with TNPA operational safety requirements and are equipped with all necessary PPE, high visibility apparel.

## **4.2 Site diary**

- 4.2.1 The Contractor keeps daily records of all people, plant and equipment engaged on the Site and Working Areas (including Sub-contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times (summarised activity and progress for the day must be mentioned). The site diary shall include site information such as weather, incidents that have occurred and the nature of the work that has been done on that day.

## **4.3 Construction Equipment**

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

## **4.4 Access route to the Port**

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

- 4.4.5 The Contractor shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas at the various sites. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.
- 4.4.6 The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

## **4.5 Barricades and fencing around sites**

- 4.5.1 The Contractor is hereby made aware that the works are situated in various areas within the Port prescient, some within the operational yards and some within public space. The Contractor shall take due care when establishing their work space within these areas. Adequate warning signage and personal shall be provided and maintained by the Contractor all in compliance with the local bylaws and South African Traffic Signs Manual (SATSM).
- 4.5.2 The Contractor shall be responsible for providing a temporary barricade fence between the port operations, roadway and railway traffic and the construction sites and maintaining, providing, and/or relocating the fence, if required for construction purposes, to ensure the boundary fence is continuous, and the Contractor shall make allowance for it in his Price and Programme.

## **4.6 Restrictions to access on Site/s**

- 4.6.1 The Contractor is prohibited from entering the Employer's Operational Areas, unless authorised to do so.
- 4.6.2 The Contractor plans and organizes his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- 4.6.3 The Contractor ensures that all his construction staff, labor, and Equipment remains within his allocated and fenced off construction areas.

## **4.7 Contractor's Equipment**

- 4.7.1 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.
- 4.7.2 The Contractor complies with the following permissions and restrictions in the use of Equipment as required by the Employer:

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

#### **4.8 Equipment provided by the Employer**

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

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

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

## 5 MANAGEMENT

### 5.1 Management Meetings

- 5.1.1 The *Engineering team* shall be deemed an integral part of the *Employer's* team during this phase of the project; as such, he shall attend all contract management meetings between the *Employer* and the fabrication contractor at the *Project Manager's* request at a specified venue. It is envisaged that the meetings will be scheduled as follows:
- Kick off meeting at the start of the contract
  - Progress meetings will be held at least once per month
  - The contractor will attend a close out meeting at the end of the contract.
- 5.1.2 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works.
- 5.1.3 The *Engineering team* will attend a close out meeting with *the owner* at the end of the contract.
- 5.1.4 At these meetings, the *Engineering Contractor* will share all relevant information including early warnings of compensation events, quality plans, schedules, subcontractor management, risk and safety issues at such meetings.
- 5.1.5 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person/s identified in the conditions of contract to carry out such actions or instructions

### 5.2 Documentation Control

- 5.2.1 The Engineering team shall submit all documentation complying with the Employer's standards and requirements.
- 5.2.2 The Employer will issue all relevant documentation and drawings, including revisions, to the Professional Service Provider, but control, maintenance and handling of these documents will be the engineering team's sole responsibility and at its expense, and managed with a suitable document control system.
- 5.2.3 Project Management Office filing system will be utilized, any document will be delivered via document control with a proof of transmittal.

- 5.2.4 Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, PM instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by Doc Controller.
- 5.2.5 A document register will also be developed to capture incoming and outgoing documents.
- 5.2.6 All documents issued to 3rd Party engineering teams and to the Employer must be submitted through the Employer's Document Control Department.

### **5.3 Quality assurance requirements**

- 5.3.1 Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work that will be covered under the *services* at the time of tender. Once accepted by the *Employer*, the Quality Management plan will be reviewed and audited by members of the *Employer's* staff and at intervals of no longer than monthly.
- 5.3.2 The Quality Management plan shall describe what quality standards will be adhered to for the execution of the *services* and how these standards will be met or exceeded.

### **5.4 Skills Transfer**

- 5.4.1 Transnet SOC Ltd is a learning organisation and the transfer of skills to junior engineering staff of the Employer is required as part of the service offering. At least a Technician or Engineers-in-Training shall be allocated to this project with the objective of gaining skills in the areas of condition assessment, lighting design and the compilation of reports. A minimum of 32 hours per month for each of the allocated trainees is expected for the duration of the project.
- 5.4.2 A detailed plan for the transfer of skills shall be submitted as part of the documentation and a report, indicating the work that was undertaken by the trainees and the level of skills transferred shall be issued to the Employer at the completion of the project

### **5.5 Project Tracking and Reporting**

- 5.5.1 The *contractor* shall make available a suitable qualified team of project control specialists to track and report to the *Employer* the progress of the project.



## 5.6 Hand-Over Documentation

- 5.6.1 A complete and full set of documentation shall be handed to the *Employer* at the completion of the *services* which shall include two copies of indexed files containing the raw data of all tests carried out, full colour photographs from all inspections and copies of all reports and recommendations made as part of the scope of the *services*.
- 5.6.2 All drawings, including company logos, and reports generated as part of the *services* shall be signed and approved by a Professional Engineer/ Technologist prior to final hand over to the *Employer*. A further copy of all the data, drawings and reports previously mentioned shall be handed to the *Employer* on a CD, including copies of the drawings in native AutoCAD format.

Prepared by:



Thandekile Bomali

Engineering Technician

24 -11-2022

Date

Reviewed by:



Mzukisi Blouw

Technical Supervisor :Electrical

24/11/2022

Date

Supported by:



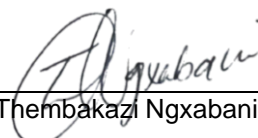
Jean Meintjies

Technical Manager :Electrical

2022/11/24

Date

Approved by:



Thembakazi Ngxabani

Port Engineer

29/11/24

Date

## Site Information

### Part C4: Site Information

Document reference	Title	No of pages
	This cover page	1
	Site Information	2
	Total number of pages	3

#### Note:

- The Contractor is cautioned that the information contained in the Site Information section (Part C4) is limited and is by no means to be taken as conclusive. It is merely to give the Contractor an indication of the site and typical conditions that can be expected in the area.
- The Contractor is to take note of the source and location of information used in the Site Information Section (Part C4) and makes their own conclusions as to what conditions can be expected in and around the site.

## Site Information

### 1. INFORMATION ABOUT THE SITE

#### 1.1 Site Location

The Port of Ngqura is located 30km outside of Port Elizabeth in the Easter Cape and consist of a container terminal with 4 berths, a dry bulk terminal with 2 berths and a liquid terminal with 1 berth. The N2 bypasses the port to the north. The Port is bounded by the Coega Special Economic Zone with one main access road into the Port leading to various buildings, owned and operated by TNPA or TPT (terminal operator).

#### High mast Lighting



Figure 1:Figure 1:Zone 1 area -High mast lighting

The area consist of 14, 30m galvanized steel high mast poles located along Neptune Road. The lighting is used to illuminate the Joorst park and Sand bypass operational areas. The risk level in this area of the port can be considered moderate due to its low traffic level and amount of operations in the area.

Electrical power to the luminaires is via 3 supply points i.e. kiosks via low voltage 400VAC copper SWA ECC cables installed underground. The luminaires have discolored over the years in operation. Although the

## Site Information

bulbs are replaced when fused, the fittings are stained and affects the amount of light produced by the fixtures,



Figure 2:Zone 2 -High mast lights

Prospective contractors shall attend the site inspection where necessary and acquaint themselves with the nature of the Works, the condition under which the work is to be performed, and the means of access to site, any limitations, or other authorities and in general will all matters that may influence or affect the contractor.

## Street lighting

Street lighting is the application of illumination along roads with the primarily purpose of improving safety by increasing visibility and reducing the effects of glare from other light sources in the visual environment. The Port of Ngqura owns and maintains 267 street luminaires and light poles located on the mainly on the Klub Road and other artillery roads with a “Poles on median” pole arrangement.

The streetlights are installed in a 9 m glass fibre poles, the luminaires are 150 W hps fitted on a double spigot per pole .Majority of the street light poles (136) are installed at KLUB road as it the main artery from the main entrance plaza towards Finger jetty and D- 100 berth where most trucks traverses to off load breakbulk as shown in figure 3 below.



## Site Information



Figure 3:Klub road- street lighting

### 1.2 Working Hours

Normal working hours at the Port of Ngqura are from 08:00 to 16:30, Monday to Friday.

### 1.3 Site Access

- Access to the site can be gained via the N2, onto Neptune Road, past the Port Entrance Plaza, first left onramp on to Klub Road.
- The eMendi Building is located off Klub Road, 600m past the onramp.
- The port admin substation is located opposite the eMendi building opposite the main parking space as shown in fig 1.

### 1.4 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit these will be replaced at a cost of R 360-00 per person, to be paid by the Contractor. This will also apply if permits are not returned at the end of the project completion.

### 1.5 Work Area and Supply of Services

The Employer will provide a general arrangement drawings with indicating substation boundaries and allocation of equipment in each of the substation's rooms. It is anticipated that all the desktop work will be done off site and therefore the employer will not provide any layout area or site.

### 1.6 Health and Safety

Transnet National Ports Authority

TENDER NUMBER: TNPA/2023/05/0021/30416/RFP DESCRIPTION OF THE WORKS: UPGRADE OF HIGH MAST AND STREET LIGHTING TO LED AT TNPA PORT OF NGQURA FOR A PERIOD OF 18 MONTHS

### Site Information

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor.

#### **1.7 Site Facilities**

The Contractor may only make use of the general public toilets within the areas where the Services are to be conducted.