

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR  
THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS  
BAY**

<b>RFP NUMBER</b>	<b>: TNPA/2023/08/0014/38527/RFP</b>
<b>ISSUE DATE</b>	<b>: 07 November 2023</b>
<b>COMPULSORY CLARIFICATION MEETING</b>	<b>: 15 November 2023</b>
<b>CLOSING DATE</b>	<b>: 29 November 2023</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 Weeks from closing date</b>

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Number	Heading
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### The Tender

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>For the Supply, Delivery and Installation of Various Cables for the Eastern Substation Cable Replacement in the Port of Richards Bay</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> , CIDB notification and the website and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Transnet National Port Authority, Bayvue Elwazini Boardroom, ground floor on the 15 November 2023, at 10:00 [10 O'clock]</b> for a period of <math>\pm</math> 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
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	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>16h00 on (29/11/2023)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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





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- 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;



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- 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 **T2.2-22**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



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**6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

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

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

# "HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

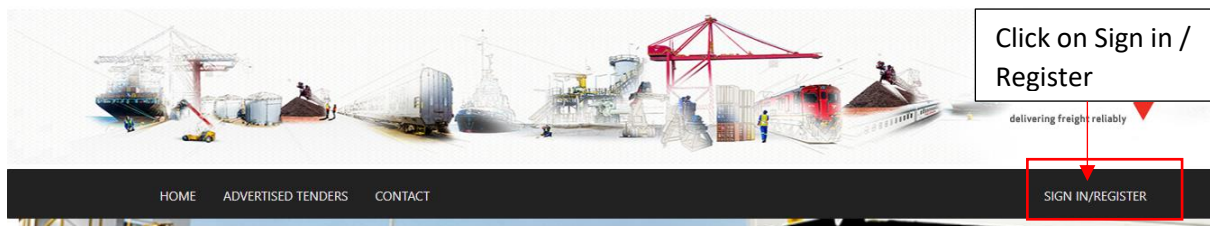
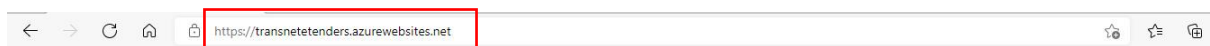
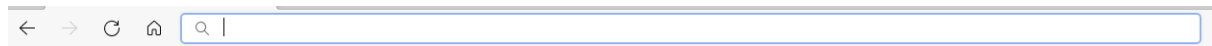
**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

**TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED**

Go to Google Chrome



In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



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

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field

Then click on Verify code

Verify code Send new code

Forgot your password?

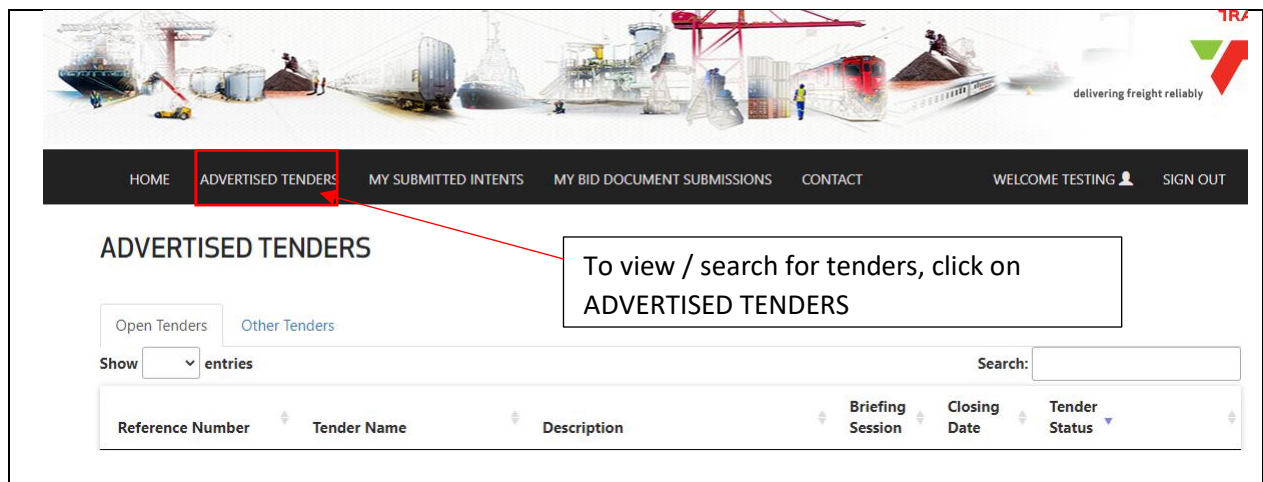
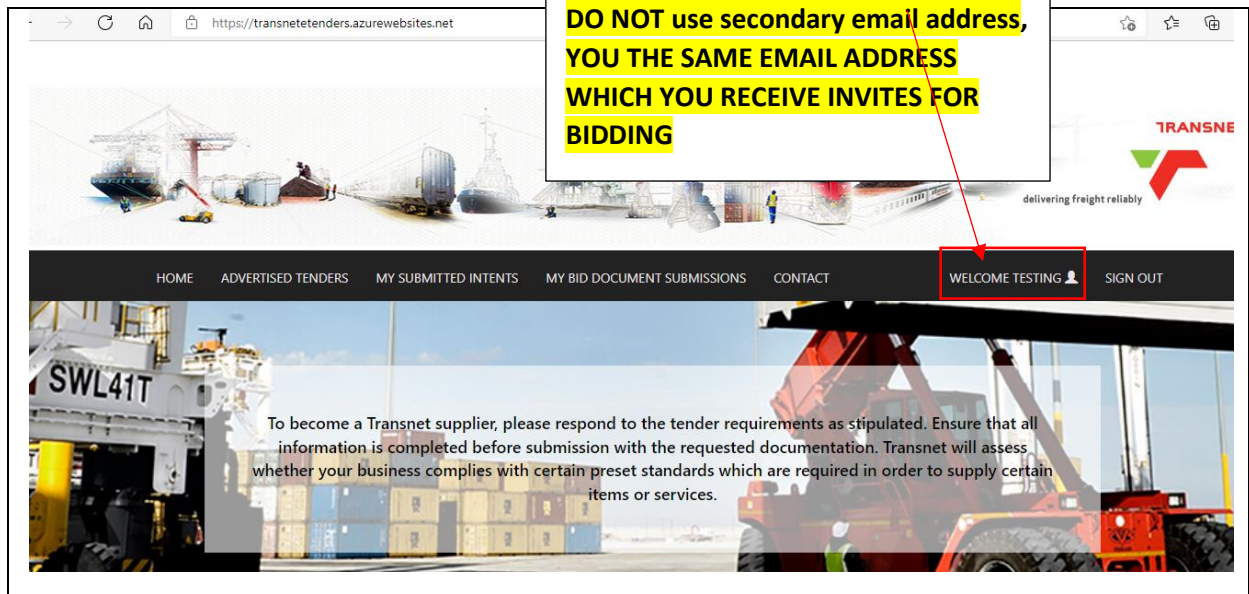
Sign in

Don't have an account? Sign up now

Then click on Sign in

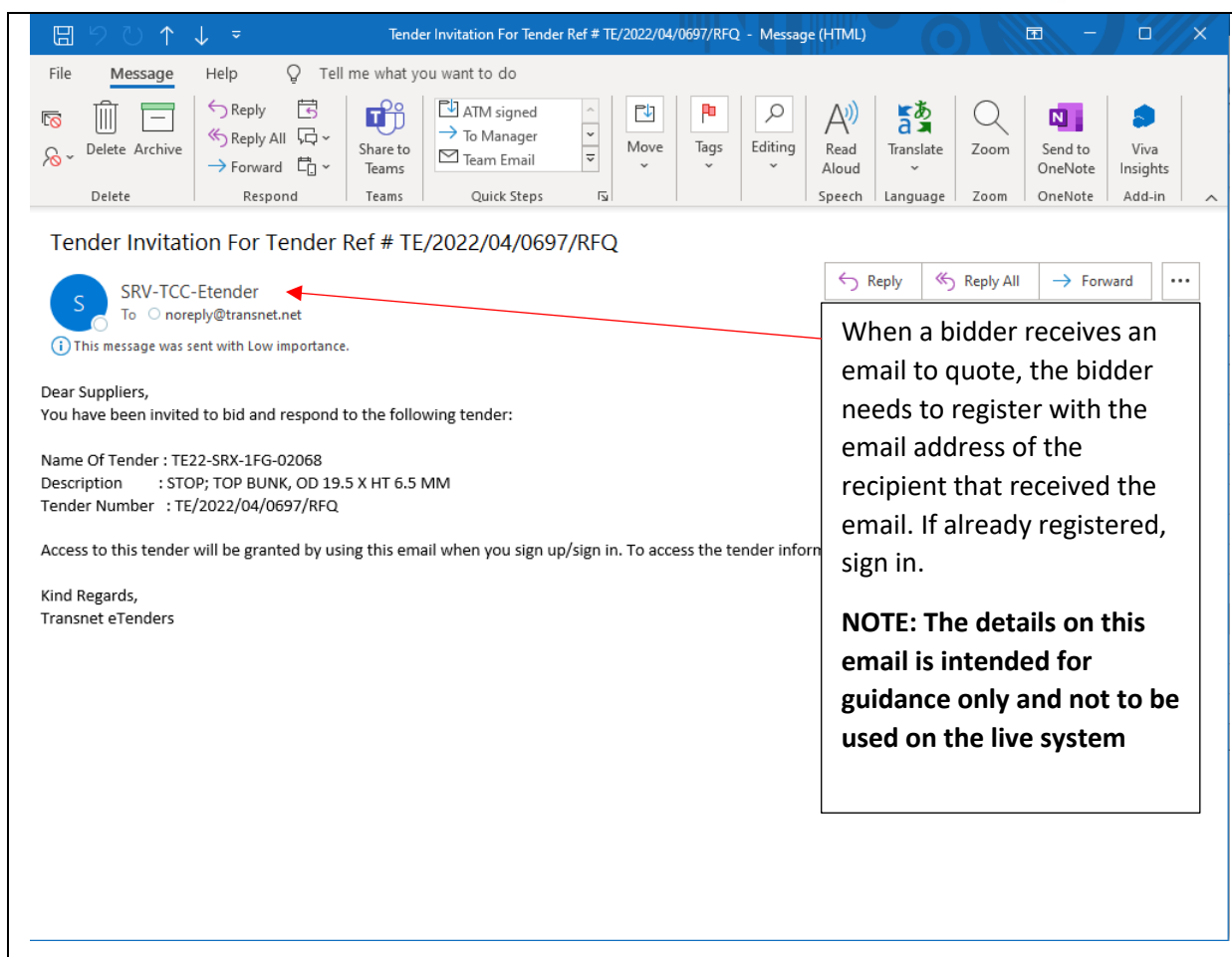
Once registered and signed in, the home screen will have “WELCOME (Registered user)”

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**



To view / search for tenders, click on ADVERTISED TENDERS





**Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ**

SRV-TCC-Etender  
To: noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,  
You have been invited to bid and respond to the following tender:

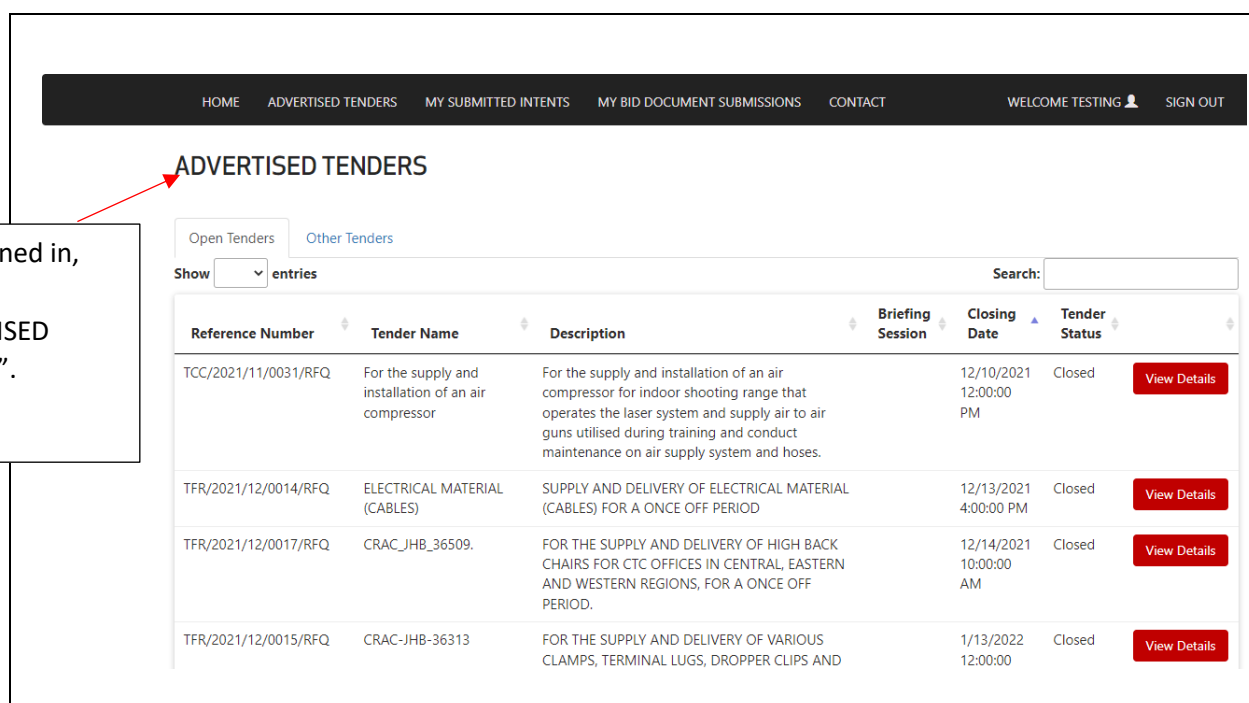
Name Of Tender : TE22-SRX-1FG-02068  
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM  
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link provided in the email.

Kind Regards,  
Transnet eTenders

**When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.**

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**



**ADVERTISED TENDERS**

Open Tenders | Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed <a href="#">View Details</a>
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed <a href="#">View Details</a>
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed <a href="#">View Details</a>
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed <a href="#">View Details</a>

**When signed in, select "ADVERTISED TENDERS".**

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	<a href="#">View Details</a>



HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	<a href="#">View Details</a>

To search for a specific tender, the tender number, tender name or description can be used for searching.

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	<a href="#">View Details</a>

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

## TENDER DETAILS

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	TE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☒

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

**Date Published** 4/7/2022 3:51:47 PM

**Closing Date** 4/13/2022 10:00:00 AM

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

**Briefing Session**

**Closing Date** 4/13/2022 10:00:00 AM


**Attachments**

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

**Log An Intent To Bid**

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING 
SIGN OUT

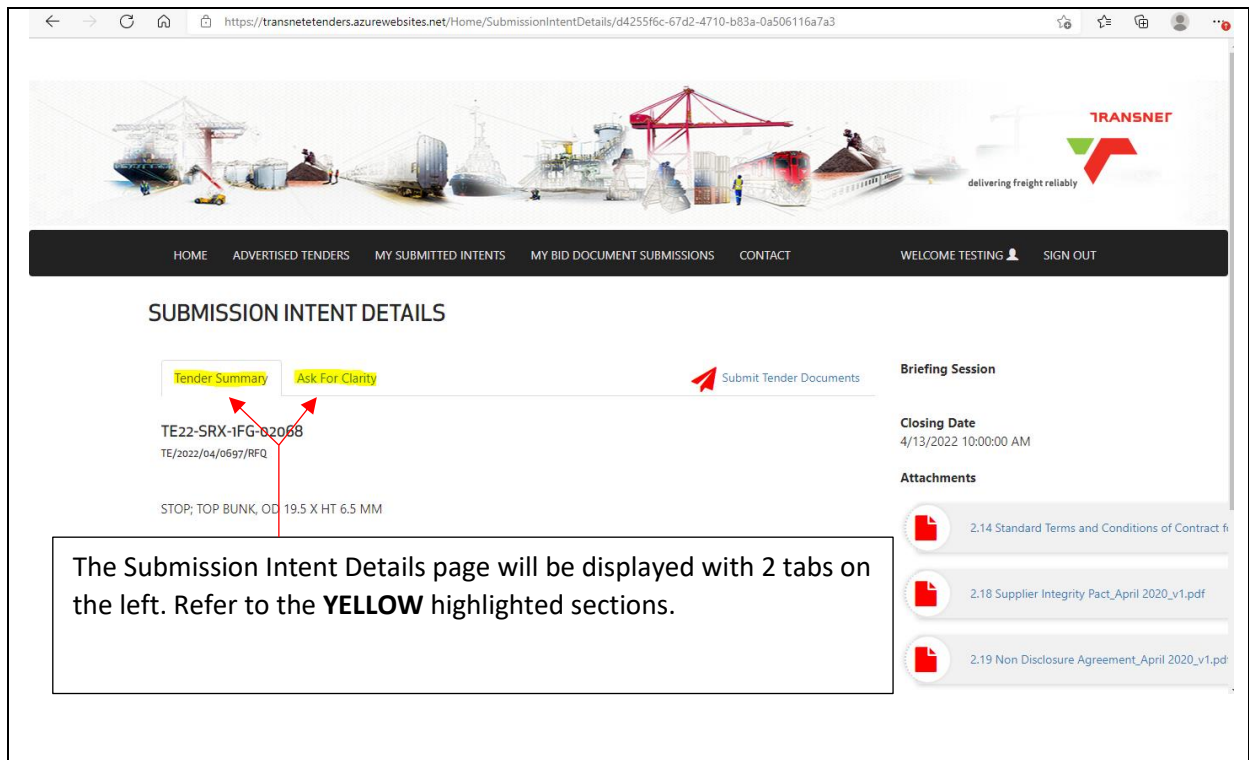
## MY SUBMISSION INTENTS

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	<a href="#">View Details</a>

Showing 1 to 1 of 1 entries

Previous 1 Next



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

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

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

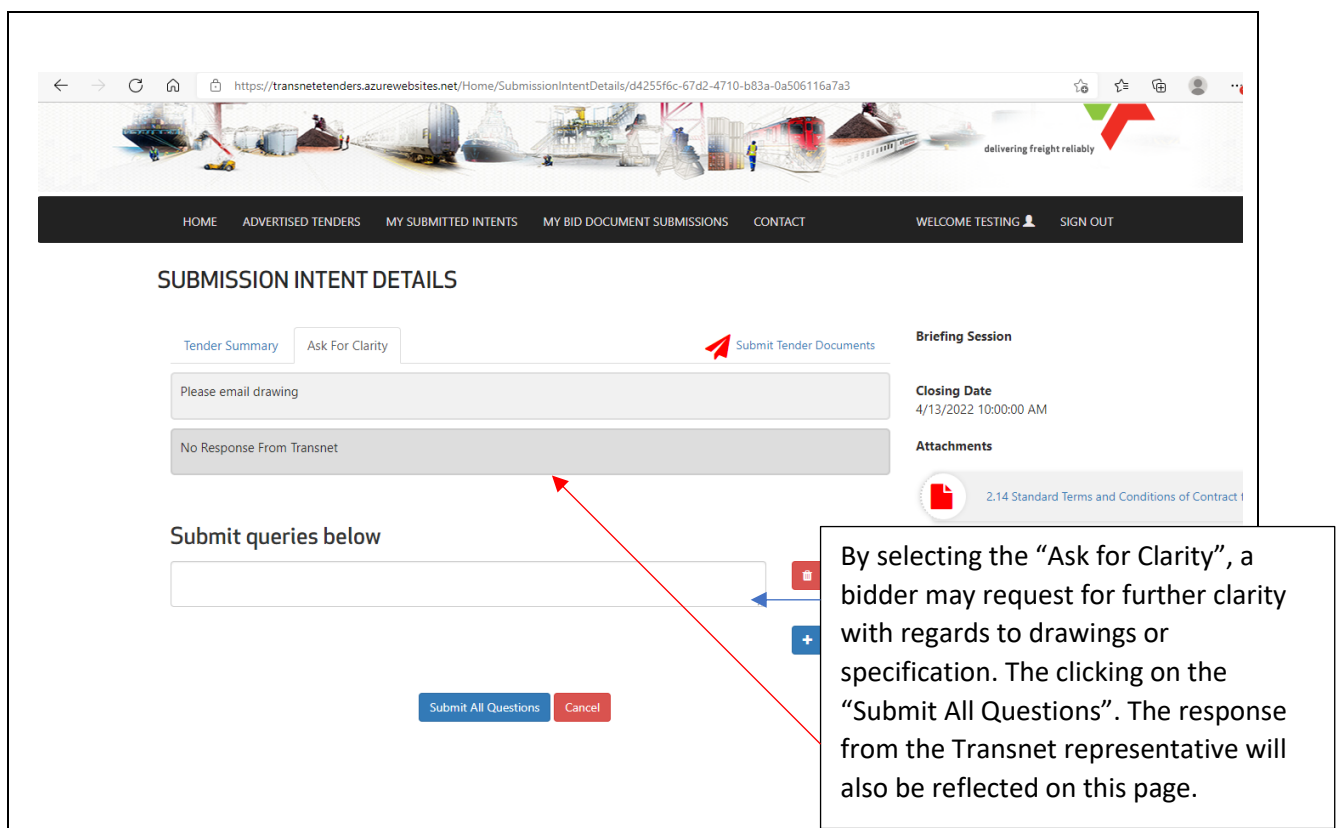
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

**Submit queries below**

[Submit All Questions](#) [Cancel](#)

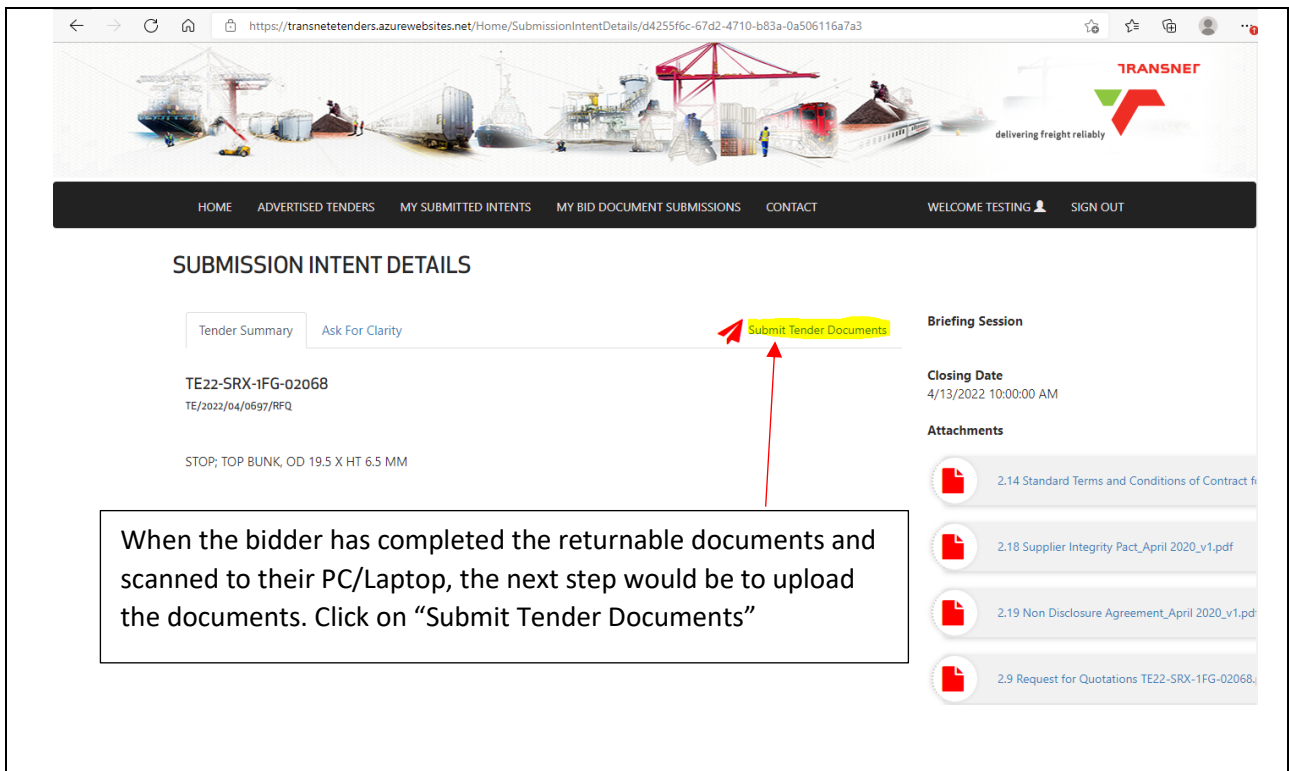
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary   Ask For Clarity   **Submit Tender Documents**

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

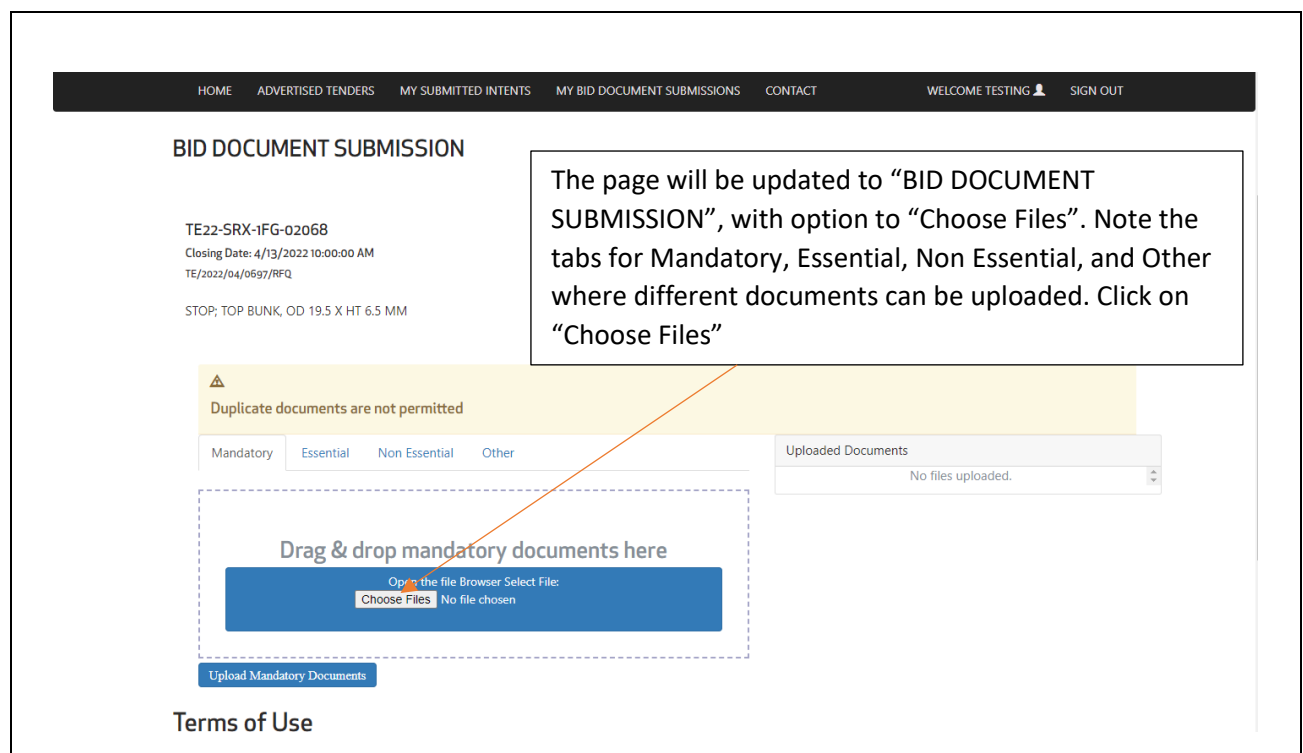
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date  
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

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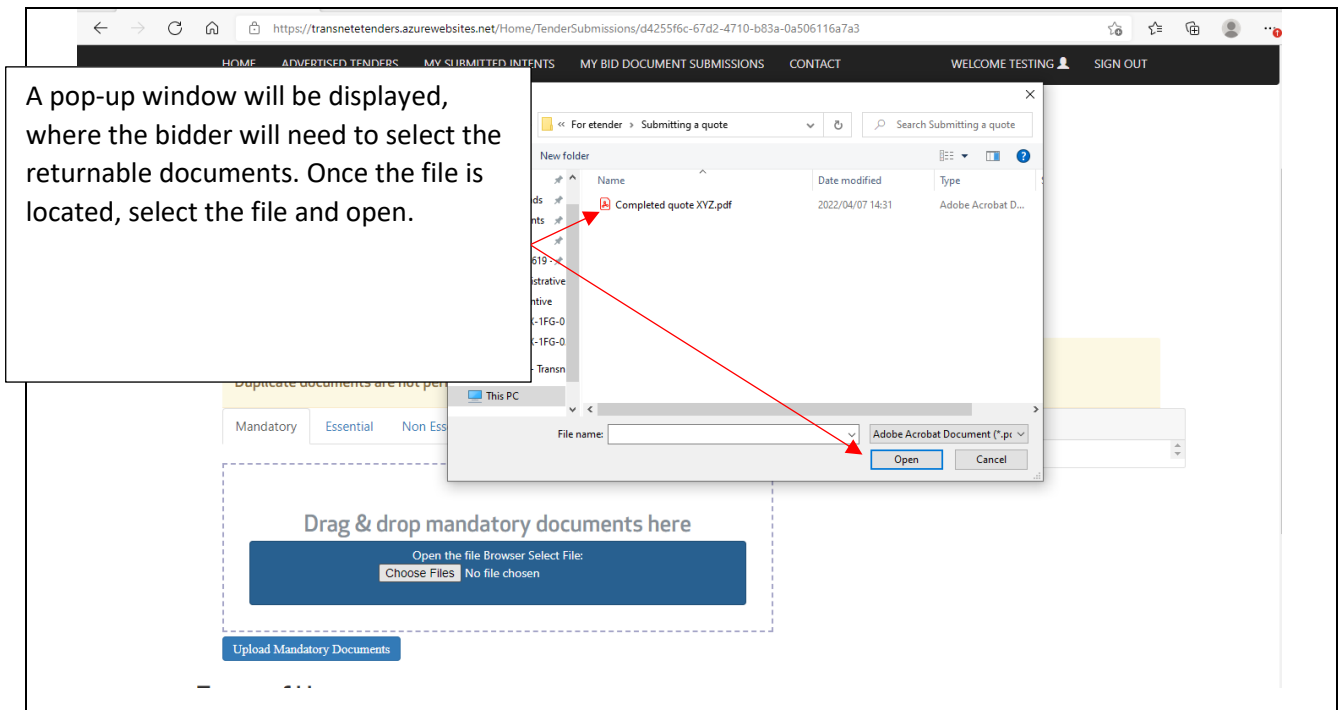
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A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



For etender > Submitting a quote

Search Submitting a quote

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BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068

Closing Date: 4/13/2022 10:00:00 AM

TE/2022/04/0697/RFQ

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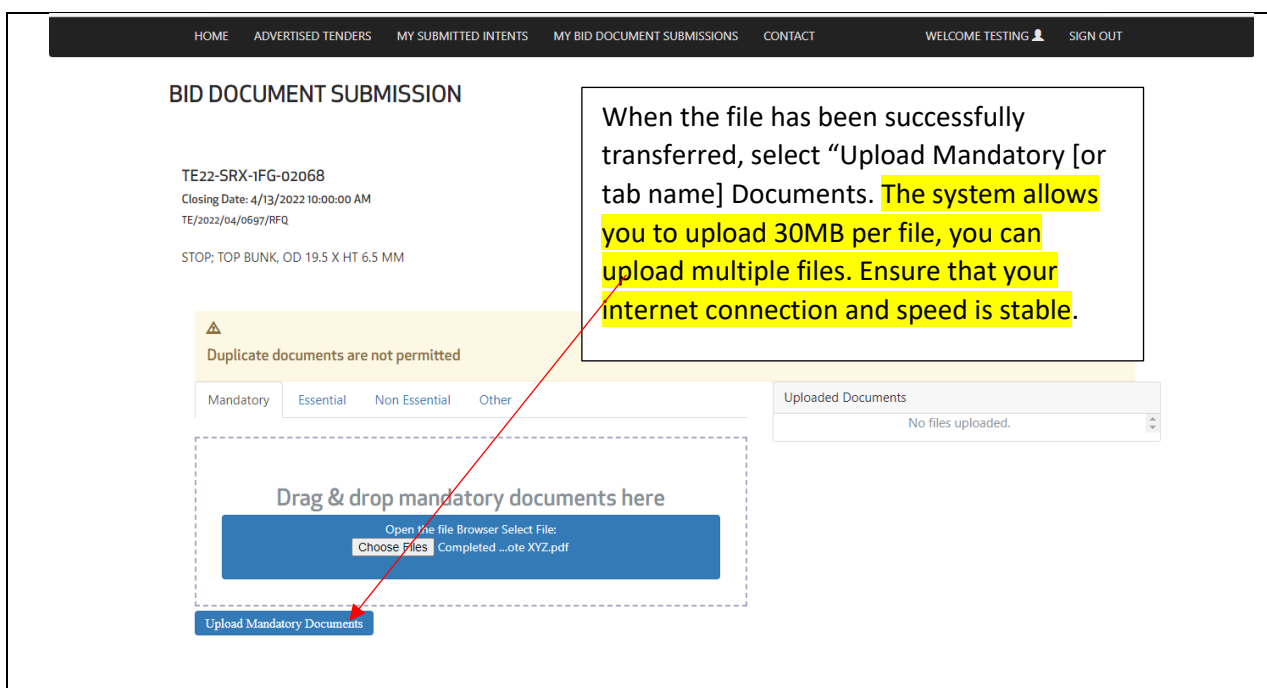
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Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE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

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### MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.





## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	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
<b>Part C: The contract</b>	
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:	Procurement Officer
	Name:	Kabelo Zondo
	Address:	Transnet National Ports Authority, Venture Road, 1 <sup>st</sup> Floor, Open plan, Bayvue Building, Port of Richards Bay, 3900
	Tel No.	
	E – mail	<a href="mailto:Kabelo.zondo@transnet.net">Kabelo.zondo@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b></p>	
	<p><b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b></p> <p>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>6EB or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>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</li> <li>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 <b>6EB or higher</b> class of construction work or a value determined in</li> </ol>	



accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

### **3. Stage Three - Functionality:**

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

The minimum qualifying for score for functionality is **60 points**.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

### **4. Stage Four - Specific Goal:**

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

<b>Selected Specific Goal</b>	<b>Number of points allocated (80/20)</b>
B-BBEE Status Level of Contributor 1 or 2	10.00
30% black women owned entities	5.00
+50% black youth owned Entities	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

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

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

C.2.12 No alternative tender offers will be considered.



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

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

- |                         |  |
|-------------------------|--|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Description: <b>Supply, Delivery and Installation of Various Cables for the Eastern Substation Cable Replacement in the Port of Richards Bay</b></li> </ul> |
|-------------------------|--|

Documents must be marked for the attention of:  
***Employer's Agent: Kabelo Zondo***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **16h00** on the **29 November 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>)

**NO LATE TENDERS WILL BE ACCEPTED**

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

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
  3. A valid CIDB certificate in the correct designated grading;
  4. Proof of registration on the Central Supplier Database;
  5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.



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

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

The procedure for the evaluation of responsive tenders is Functionality, Preference Point System.

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

#### Functionality Criteria

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

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

Evaluation Schedules	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
T2.2-03: Programme	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 timeframes. The Tenderer shall produce a level 3 schedule according to the Employer's objectives		
	The tenderer shall demonstrate the following:		12
	Ability to Provide the Services	4	
	Provision of Dates	3	
	Resourcing & Equipment	3	
	Progress Measurement & Tracking Sheets	2	
T2.2-04: Qualifications and CVs of key personnel	The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service		
	Qualification and experience of key staff required but not limited to:		23
	Relevant years of experience	7	
	Education, training, and skills	5	
	Knowledge of issues pertinent to the project for the following	6	



	Specific experience related to managing a contract based on the NEC3 ECC conditions of contract	5	
<b>T2.2-05: Quality Management</b>	<p><b>Project Quality Plan (as per QAL-STD-0001)</b></p> <p>The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:</p> <p>1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.</p> <p>2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control</p> <p>3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.</p> <p>4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklists (FIC'S), as applicable.</p> <p>5) Include a listing of all Special Processes (e.g. terminations, non-destructive testing, Testing and Commissioning etc.) envisaged for use.</p>	5	10



	6) Control of externally provided services.		
	<b>Quality Control Plans (as per QAL-STD-0001)</b>  Quality Control Plan (QCP) specific to the Project but not limited to: <ol style="list-style-type: none"> <li>1. Deep excavation for cables. 20%</li> <li>2. Terminations of 11Kv cables and splicing of Fibre. 40%</li> <li>3. Testing and commissioning the installation of 11kV Cables and Fibre. 20%</li> </ol> The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: <ol style="list-style-type: none"> <li>1) Detailed sequence of activities (construction/fabrication)</li> <li>2) Include all procedures/code specifications</li> <li>3) Include all intervention points (i.e. hold, witness, verify)</li> <li>4) Include all Verification documentation/Field inspection checklist</li> <li>5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)</li> </ol>	<b>3</b>	
	<b>Quality Policy</b> Quality Policy shall include the following key policy elements: <ol style="list-style-type: none"> <li>1) is appropriate to the purpose and context of the organisation and supports its strategic direction,</li> <li>2) provides a framework for setting quality objectives,</li> <li>3) includes a commitment to satisfy applicable requirements,</li> </ol>	<b>2</b>	



	4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.		
T2.2-06: Environmental Management	Environmental Management Plan	4	10
	Environmental Policy	1	
	Organogram - Qualification & Experience	2	
	List of projects where construction environmental management duties have been executed	2	
	Declaration of Understanding (DOU)	1	
T2.2-07: Health and Safety Plan	Submit the following documents as a minimum with your tender		
	Project Specific health and safety documents.	3	15
	Policy current, dated, and signed	1	
	Organogram dated, signed with Roles & Responsibilities	2	
	Training Matrix dated and signed	1	
	Overview of the Baseline risk assessment	3	
	One year synopsis:	2	
	Safety Questionnaire	1	
	Cost Breakdown Sheet.	2	
	T2.2-08: Previous Experience	Provide your previous experience in procuring and supplying 11kV Cables and Fibre cables	3
Provide your previous experience in deep excavations for cable installation		5	
Provide your previous experience in Termination of 11kV Cables to existing switchgear		6	
Provide your previous experience in Testing and Commissioning the installation of 11kV Cables and Fibre		6	
T2.2-09: Approach Paper	The tenderer must sufficiently demonstrate the approach paper that he/she will employ to cover the scope of the project.		
	Methodology for Excavation Works	3	10
	Electrical installation	3	





	Testing and Commissioning	4	
<b>The maximum possible score for quality (<math>W_Q</math>)</b>		<b>100</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: Programme
- T2.2-04: Qualification & CVs of Key Persons
- T2.2-05: Quality Management
- T2.2-06: Environmental Management
- T2.2-07: Health and Safety Requirements
- T2.2-08: Previous Experience
- T2.2-09: Approach Paper

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 totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



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

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,

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	10.00
30% black women owned entities	5.00
+50% black youth owned Entities	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ol style="list-style-type: none"> <li>Valid B-BBEE Certificate /</li> <li>Sworn-Affidavit /</li> <li>CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines</li> </ol>
30% black women owned entities	<ol style="list-style-type: none"> <li>Valid B-BBEE Certificate /</li> <li>Sworn-Affidavit /</li> <li>CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines.</li> <li>Certified copy of ID Documents</li> </ol>
+50% black youth owned Entities	<ol style="list-style-type: none"> <li>Certified copy of ID Documents of the Owners and valid B-BBEE Certificate /</li> <li>Sworn- Affidavit /</li> <li>CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</li> </ol>

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
<ul style="list-style-type: none"> <li>B-BBEE Status Level of contributor 1 or 2 = 10</li> <li>30% Black Women owned Entities = 5</li> <li>+50% black youth owned Entities =5</li> </ul>	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:



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

the tenderer:

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

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

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.



### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

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Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 opinion of the employer, to perform the contract free of conflicts of interest.

#### C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of Compulsory attendance of Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration of a 6EB or higher class of construction work

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Qualification & CVs of Key Persons
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Environmental Management
- T2.2-07 **Evaluation Schedule:** Health and Safety Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Approach Paper

### 2.1.3 Stage Four as per Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals: Specific Goal:

- T2.2-10 B-BBEE Status Level of Contributor 1 or 2
- T2.2-11 30% black women owned entities
- T2.2-12 +50% black youth owned Entities

### 2.1.4 Returnable Schedules:

#### General:

- T2.2-13 Authority to submit tender
- T2.2-14 Record of addenda to tender documents
- T2.2-15 Letter of Good Standing
- T2.2-16 Risk Elements
- T2.2-17 Schedule of proposed Subcontractors
- T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-19 Valid proof of Respondent's compliance to Specific Goals evidence





(Preference Claim Form) requirements stipulated in SBD6.1.

ANNEX G Compulsory Enterprise Questionnaire

**Agreement and Commitment by Tenderer:**

- T2.2-20 Non-Disclosure Agreement
- T2.2-21 RFP Declaration Form
- T2.2-22 RFP – Breach of Law
- T2.2-23 Certificate of Acquaintance with Tender Document
- T2.2-24 Service Provider Integrity Pact
- T2.2-25 Supplier Code of Conduct

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

- T2.2-26 Insurance provided by the Contractor
- T2.2-27 Form of Intent to provide a Performance Guarantee
- T2.2-28 Forecast Rate of Invoicing

**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**

**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

Represented by: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_  
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	<b>Transnet National Ports Authority, Bayvue Elwazini Boardroom, ground floor</b>	
On (date)	15 November 2023	Starting time: 10:00

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

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

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

Name \_\_\_\_\_ Kabelo Zondo \_\_\_\_\_ Signature \_\_\_\_\_  
  
**For and on Behalf of the  
Employers Agent.** \_\_\_\_\_ Date \_\_\_\_\_ 15 November 2023

## 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

- 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 **6EB or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

- 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 **6EB 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: Programme

### Note to tenderers:

The Tenderer makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

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

- **Ability to provide the services:**

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

- **Provision of Dates:**

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

the following –

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

- **Resourcing & Equipment:**

The *Contractor* indicates for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

- **Progress Measurement & Tracking Sheets:**

The *Contractor* provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Successor	Time risk allowances (TRA)
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The scoring of the programme will be as follows:

	Programme			
Total points 12	Ability to Provide the Services (4)	Provision of Dates (3)	Resourcing & Equipment (3)	Progress Measurement & Tracking Sheets (2)
Score 0	The tenderer has <b>submitted no information</b>	The tenderer has <b>submitted no information</b>	The tenderer has <b>submitted no information</b>	The tenderer has <b>submitted no information</b>
Score 20	<p>The programme is <b>not acceptable as it will not satisfy project objectives or requirements:</b></p> <ul style="list-style-type: none"> <li>The programme does not meet all the required timeframes.</li> <li>The programme does not follow a logical sequence or has critical logic errors.</li> <li>Critical components of the scope is excluded and not to the level required in the scope.</li> <li>The tenderer has</li> </ul>	The tenderer has addressed three (3) of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information	The tenderer has <b>addressed one to two (1 - 2) of the eight (8)</b> resources but not all resource requirements as to the organizational breakdown structure and the submission is missing critical resources & no equipment which renders it <b>unrealistic/unachievable.</b>	<b>The submission is generic (Not project specific and no work steps).</b> The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.

	misunderstood the scope of work and does not deal with the critical aspects of the project.			
<b>Score 40</b>	<p>The programme is generic, <b>not practical and realistic, therefore is unlikely to satisfy project objectives or Employer's requirements:</b></p> <ul style="list-style-type: none"> <li>The programme does not meet all the required timeframes.</li> <li>The programme is missing some logic but is does not influence the tendered timeframe.</li> <li>Some components of the scope is excluded and not to the level required in the scope.</li> <li>The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical</li> </ul>	The tenderer has addressed five (5) of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information	The tenderer has <b>addressed three to Four (3 - 4) of the eight (8)</b> resources but not all resource requirements as to the organizational breakdown structure and the submission is missing critical resources & equipment which renders it <b>at risk of being unrealistic/unachievable.</b>	<b>The submission is project specific.</b> The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps (Misalignment to WBS) to track the assembly members and/or commodities from start to finish.



	aspects of the project.			
<b>Score 60</b>	<p>The programme addresses <b>certain specific project objectives but does not adequately deal with the critical characteristics</b> of the project:</p> <ul style="list-style-type: none"> <li>The programme meets all the required timeframes.</li> <li>The programme is not missing logic but has minor errors or omissions in critical path/s.</li> <li>The complete scope is captured and decomposed in the programme to the level required in the scope</li> </ul>	The tenderer has addressed 8 of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information.	The tenderer has <b>addressed five to six (5 - 6) resources</b> of the organizational breakdown structure resource requirements correctly and the submission contains resources & equipment which is accurate and renders the <b>submission realistic and achievable.</b>	<b>The submission is project specific.</b> The tenderer has addressed most of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.
<b>Score 80</b>	<p>The programme <b>addresses specific project objectives:</b></p> <ul style="list-style-type: none"> <li>The programme meets all the required timeframes.</li> </ul>	The tenderer has addressed nine (9) of the eleven (11) criteria in the schedule pertaining to milestones, activities, and information	The tenderer has <b>addressed seven (7) of the eight (8) resources</b> the organizational breakdown structure resource requirements correctly and the submission	<b>The submission is project specific.</b> The tenderer has addressed all the works on the tracking sheets but lacks some work steps to track the assembly members and/or commodities from start to finish



	<ul style="list-style-type: none"> <li>The programme is not missing any logic</li> <li>The complete scope is captured and decomposed in the programme to the level required in the scope</li> </ul>		contains resources & equipment which is accurate and renders <b>the submission realistic and achievable.</b>	
<b>Score 100</b>	<p>The programme <b>addresses specific project objectives and is practical and realistic:</b></p> <ul style="list-style-type: none"> <li>The programme meets all the required timeframes.</li> <li>The programme is not missing any logic</li> <li>The complete scope is captured and decomposed in the programme to the level required in the scope</li> <li>The tender provides the bases of schedule</li> </ul>	Besides meeting the "80" rating, the tenderer has exceeded the required expectations on all eleven (11) of the criteria.	The tenderer has <b>addressed all eight (8) resources</b> the organizational breakdown structure resource requirements correctly and the submission contains resources & equipment which is accurate and renders <b>the submission realistic and achievable.</b>	<b>The submission is project specific.</b> The tenderer has addressed the works on the tracking sheets and lacks no work steps to track the assembly members and/or commodities from start to finish



## **T2.2-04: Evaluation Schedule - Qualification & CVs of Key Persons**

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. General experience (total duration of construction activity) and positions held of each discipline specific team member.
  - ii. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
  - iii. The key staff members' / experts' knowledge of issues that the tenderer considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques, etc.
2. Comprehensive CV's should be attached to this schedule:

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

  - i. Personal particulars
    - a. Name
    - b. Date and place of birth
    - c. Place (s) of tertiary education and dates associated therewith
    - d. Professional awards
  - ii. Qualifications (degrees, diplomas, grades of membership of professional societies, and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post-graduate experience (year, organization, and position)
  - v. Outline of recent assignments/experience that has a bearing on the scope of work
3. CV's for personnel for all identified posts should include as a minimum but not limited to:

**a. SENIOR SITE MANAGEMENT:**

**i. Contracts Manager X 1,**

The contracts Manager should at least have a BSc/B-Tech Civil/QS/Construction qualification and more than 10 years of experience in Civil Construction and Electrical installation works, unless the incumbent can demonstrate that he/she has developed the necessary competencies and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is necessary.

ii. **Construction Manager X 1,**

Construction Manager should at least have a BSc/B-Tech Civil/QS/Construction qualification and more than 10 years of experience in Civil Construction and Electrical installation works, unless the incumbent can demonstrate that he/she has developed the necessary competencies and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is necessary.

iii. **Lead Planner X 1,**

The lead planner should have more than 10 years of experience working in Civil construction and Electrical installation works as a planner and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. In addition, the Lead planner must have a qualification within the Engineering and Electrical environment disciplines.

**b. GENERAL FOREMEN (Precast Concrete elements, Dredging and Scour Protection, Piling and Concrete works, and civil works)**

i. **Civil Foremen X 2,**

General Foremen should have more than 10 years of experience in electrical construction and civil works. Qualification is preferred but not compulsory if the incumbent can demonstrate that she/he has developed the necessary competence through experience.

**c. SITE OFFICERS**

i. **Quality Officer X 1,**

Quality officer should have a relevant Degree/Diploma. The Quality officer should have Electrical and civil experience in construction and working with the NEC3 Engineering and Construction Contract Option chosen for this contract. More than 5 years of experience in a quality systems environment and relevant experience in electrical cable installation projects is required.

ii. **Environmental Officer X 1,**

Environmental Officer should have a BSc/B-Tech Degree in Environmental Management/Science with experience in Estuarine Ecology/Biology, be registered with SACNASP, and have more than 5 years of experience in Civil Construction and Electrical installation works.

iii. **Health & Safety Officer X 1,**

Health and Safety Officer should be registered as a Health and Safety Officer with SACPCMP with more than 5 years of experience on Electrical/civil construction projects and have a SAMTRAC or an equivalent training course as a minimum qualification.

iv. **Electrical Engineer / Technologist**

The Electrical Foreman must have a minimum of NTC 4 Trade Certificate in Electrical Engineering with at least 10 years of experience in Electrical MV and LV projects.

List of Key Persons assigned to the above disciplines

No.	Discipline		Name and Surname	CV attached (Yes/No)
<b>SENIOR SITE MANAGEMENT</b>				
(i)	Electrical Engineer / Technologist	Key Person		
(ii)	Contracts Manager	Key Person		
(iii)	Construction Manager	Key Person		
(iv)	Lead Planner			
<b>GENERAL FOREMEN</b>				
(i)	Civil Foreman	Key Person		
(ii)	Electrical Foreman	Key Person		
<b>SITE OFFICERS</b>				
(i)	Quality Officer	Key Person		
(ii)	Environmental Officer			
(iii)	Health & Safety Officer			

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

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

<b>Weight</b>	<b>Relevant years of experience for the following:</b>	<b>Education, training, and skills for the following:</b>	<b>Knowledge of issues pertinent to the project for the following:</b>	<b>Specific experience related to managing a contract based on the NEC3 ECC conditions of contract for the following:</b>
<b>50%</b> 50% 20% 20% 10%	<b>Senior Site Management</b> <ul style="list-style-type: none"> <li>▪ Electrical Engineer / Technologist</li> <li>▪ Contracts Manager</li> <li>▪ Construction Manager</li> <li>▪ Lead Planner</li> </ul>	<b>Senior Site Management</b> <ul style="list-style-type: none"> <li>▪ Electrical Engineer / Technologist</li> <li>▪ Contracts Manager</li> <li>▪ Construction Manager</li> <li>▪ Lead Planner</li> </ul>	<b>(50%) Senior Site Management</b> <ul style="list-style-type: none"> <li>▪ Electrical Engineer / Technologist</li> <li>▪ Contracts Manager</li> <li>▪ Construction Manager</li> <li>▪ Lead Planner</li> </ul>	<b>(100%) Senior Site Management</b> <ul style="list-style-type: none"> <li>▪ Electrical Engineer / Technologist</li> <li>▪ Contracts Manager</li> <li>▪ Construction Manager</li> <li>▪ Lead Planner</li> </ul>
<b>30%</b> 50% 50%	<b>General Foremen</b> <ul style="list-style-type: none"> <li>▪ Civil</li> <li>▪ Electrical</li> </ul>	<b>General Foremen</b> <ul style="list-style-type: none"> <li>▪ Civil</li> <li>▪ Electrical</li> </ul>		
<b>20%</b> 30% 25% 45%	<b>Site Officers</b> <ul style="list-style-type: none"> <li>▪ Health &amp; Safety Officers</li> <li>▪ Environmental Officers</li> <li>▪ Quality Officers</li> </ul>	<b>Site Officers</b> <ul style="list-style-type: none"> <li>▪ Health &amp; Safety Officers</li> <li>▪ Environmental Officers</li> <li>▪ Quality Officers</li> </ul>	<b>(50%) Site Officers</b> <ul style="list-style-type: none"> <li>▪ Health &amp; Safety Officers 100%</li> </ul>	
<b>Total Points</b> <b>23</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>5</b>



<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.			
<b>Score 20</b>	<p>Staff do not have relevant levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>\leq 5</math> years)</li> <li>▪ General foremen: (<math>\leq 5</math> years)</li> <li>▪ Site officers: (<math>\leq 1</math> year)</li> </ul>	Staff has below the minimum requirements of qualifications / training, for the specific fields.	The staff has no knowledge of issues pertinent to the project.	$\leq 5$ years NEC3 previous experience
<b>Score 40</b>	<p>The staff has limited levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 5 \leq 10</math> years)</li> <li>▪ General foremen: (<math>&gt; 5 \leq 7</math> years)</li> <li>▪ Site officers: (<math>&gt; 1 \leq 3</math> years)</li> </ul>	Staff has minimum requirements of qualifications / training, for the specific fields	Staff has limited knowledge of issues pertinent to the project.	$> 5 \leq 10$ years NEC3 previous experience
<b>Score 60</b>	<p>The staff has reasonable levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 10 \leq 12</math> years)</li> <li>▪ General foremen: (<math>&gt; 7 \leq 10</math> years)</li> <li>▪ Site officers: (<math>&gt; 3 \leq 5</math> years)</li> </ul>	Staff has the required qualifications / training, for the specific fields.	The staff has reasonable knowledge of issues pertinent to the project.	$> 10 \leq 12$ years NEC 3 previous experience
<b>Score 80</b>	<p>The staff has extensive levels of relevant experience.</p> <ul style="list-style-type: none"> <li>▪ Senior Site Management: (<math>&gt; 12 \leq 15</math> years)</li> <li>▪ General foremen: (<math>&gt; 11 \leq 15</math> years)</li> </ul>	The staff has the required qualifications / training, for the specific fields, plus additional qualifications.	The staff has extensive knowledge of issues pertinent to the project.	$> 12 \leq 15$ years NEC3 previous experience

	<ul style="list-style-type: none"> <li>Site officers:(&gt;5 ≤ 10)</li> </ul>			
<b>Score 100</b>	<p>The staff has outstanding levels of relevant experience.</p> <ul style="list-style-type: none"> <li>Senior Site Management: &gt;15 years</li> <li>General foremen: &gt;15 years</li> <li>Site officers: &gt;10 years</li> </ul>	<p>The staff has the required qualifications / training, for the specific fields, plus additional qualifications. and attended extensive training programmes.</p>	<p>Staff has outstanding knowledge of issues pertinent to the project.</p>	<p>&gt;15 years NEC3 previous experience.</p>

## **T2.2-05: Evaluation Schedule - Quality Management Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. The **Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
  - 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
  - 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
  - 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
  - 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
  - 5) Include a listing of all Special Processes (e.g. terminations, non-destructive testing, Testing and Commissioning etc.) envisaged for use.
  - 6) Control of externally provided services.
2. **Quality Control Plan (QCP)** specific to the Project but not limited to:
  1. Deep excavation for cables.
  2. Terminations of 11Kv cables and splicing of Fibre.
  3. Testing and commissioning the installation of 11kV Cables and Fibre.

The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:

- 1) Detailed sequence of activities (construction/fabrication)
- 2) Include all procedures/code specifications
- 3) Include all intervention points (i.e. hold, witness, verify)





- 4) Include all Verification documentation/Field inspection checklist
- 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

This QCP shall identify all inspection, test, and verification requirements to meet Contractual obligations, specifications, drawings, and related details including destructive and non-destructive testing, witness, and hold points.

3. A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:
  1. Is appropriate to the purpose and context of the organization and supports its strategic direction,
  2. Provides a framework for setting quality objectives,
  3. Includes a commitment to satisfy applicable requirements,
  4. Includes a commitment to continual improvement of the quality management system, and
  5. Is communicated and understood within the organization.

**Attached submissions to this schedule:**

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	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
<b>Quality Requirements</b>  <b>Total Points</b> <b>10 Points</b>	<b>Project Quality Plan (as per QAL-STD-0001)</b>  The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:  1) Include a description of the	5	No response	0
			Only Two (2) or below of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40



	<p>Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.</p> <p>2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control</p> <p>3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.</p> <p>4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.</p> <p>5) Include a listing of all Special Processes (e.g. terminations, non-destructive testing, Testing and Commissioning etc.) envisaged for use.</p> <p>6) Control of externally provided services.</p>		Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100
	<p><b>Quality Control Plans (as per QAL-STD-0001)</b></p> <p>Quality Control Plan (QCP) specific to the Project but not limited to:</p> <p>1. Deep excavation for cables. 20%</p> <p>2. Terminations of 11Kv cables and splicing of Fibre. 40%</p> <p>3. Testing and commissioning the installation of 11kV Cables and Fibre. 20%</p> <p>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall</p>	3	No response	0
			One (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements	80



	include the following as key elements:  1) Detailed sequence of activities (construction/fabrication)  2) Include all procedures/code specifications  3) Include all intervention points (i.e. hold, witness, verify)  4) Include all Verification documentation/Field inspection checklist  5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)		met	
			All 5 key elements are met	100
	<b>Quality Policy</b>  Quality Policy shall include the following key policy elements:  1) is appropriate to the purpose and context of the organisation and supports its strategic direction,  2) provides framework for setting quality objectives,  3) includes a commitment to satisfy applicable requirements,  4) includes a commitment to continual improvement of QMS, and  5) is communicated and understood within the organisation.	<b>2</b>	No response	0
			One (1) of Five (5) key policy elements met	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

## T2.2-06: Evaluation Schedule: Environmental Management

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Transnet Construction Environmental Management Plan Rev 04 (CEMP).
- c) Transnet Standard Environmental Specifications Rev 04 (SES).
- d) TNPA Port of Richards Bay Maintenance Plan, 2017.

1. The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the following:
  - a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
  - b. The method and frequency of monitoring the implementation of the impact management actions.
  - c. A description of how the environmental incidents will be managed on site.
  - d. An indication of the roles and responsibilities in the implementation of the impact management actions.
  - e. Records to be kept.
  - f. How non-conformance/non-compliance will be dealt with.
2. The tenderer must provide an **environmental policy** signed by Top Management that displays the following key components, namely:
  - Commitment to comply with all applicable environmental laws, regulations and standards
  - Commitment to pollution prevention
  - Emphasize the organisation's commitment to continual improvement in environmental performance
  - Address the sustainable use of resources/ resource conservation
  - Is communicated to all employees working for or on behalf of the Contractor

**An unsigned or undated Policy will be allocated a score of 20**

3. Provide an **organogram** depicting key environmental staff. An organogram must be accompanied by CV's showing staff competencies, experience and environmental qualification (Degree/Diploma) relevant to project environmental management functions.
4. The tenderer must provide a list of projects where construction environmental management duties have been executed including a brief description of such duties.
5. Declaration of Understanding to demonstrate understanding of Transnet's environmental governance framework and enough financial provision for compliance with the requirements.

**Attached submissions to this schedule:**

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

Signed

Date

Name

Position

Tenderer

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

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>	<b>Organogram - Qualification &amp; Experience</b>	<b>List of projects where construction environmental management duties have been executed</b>	<b>Declaration of Understanding (DOU)</b>
<b>Total Points 10</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
<b>Score 20</b>	EMP only responds to 1-2 of the items listed under 1 above.	Policy addresses 1 of the required elements listed under 2 above	Organogram provided does not include the key environmental resources or there is no CV or qualification provided	Tenderer has only executed environmental management duties in 1 project	DOU submitted but not signed
<b>Score 40</b>	EMP only responds to 3 of the items listed under 1 above.	Policy addresses 2 of the required elements listed under 2 above	Organogram includes the key environmental resources but excludes the CVs or	Tenderer has only executed environmental	DOU only signed by relevant company representative with

			environmental qualifications or experience	management duties in 2 projects	no witnesses' signatures
<b>Score 60</b>	EMP only responds to 4 of the items listed under 1 above.	Policy addresses 3 of the required elements listed under 2 above and is possibly able to meet the Employer's requirements	Organogram includes key environmental resources with the CVs, environmental qualifications and 1-2 years experience	Tenderer has only executed environmental management duties in 3 projects	
<b>Score 80</b>	EMP only responds to 5 of the items listed under 1 above.	Policy addresses 4 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer's requirements	Organogram includes key environmental resources with the CVs, environmental qualifications and 3-4 years experience	Tenderer has only executed environmental management duties in 4 projects	
<b>Score 100</b>	EMP responds to all the items listed under 1 above.	Policy addresses 5 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer's requirements	Organogram includes key environmental resources with the CVs, environmental qualifications and 5 or more years experience	Tenderer has only executed environmental management duties in 5 projects	DOU completely signed and dated

## T2.2-06(1): ENVIRONMENTAL DECLARATION OF UNDERSTANDING

<b>PROJECT NAME:</b>		<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	

I,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification (ENV-STD-002 Rev04) and the Construction Environmental Management Plan (ENV-STD-001 Rev04).

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract. This include declaring that enough budget has been allocated for environmental management on site.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		



## T2.2-07: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan, and proof of registration with DOL as an electrical contractor
2. Safety, Health & Environmental Policy current, dated, and signed by the Chief Executive Officer. List the five elements -
  - Commitment to Safety, prevention of pollution, prevention of ill health
  - Continual improvement,
  - Compliance with legal requirements, appropriate to the nature of the contractor's activities,
  - Hold management accountable for the development of the safety systems
  - Include objectives and targets.
3. Organogram with Roles & Responsibilities dated and signed, such as S16.1 CEO, 16.2, CR8.1 Construction manager, CR8.2 Assistant Construction Manager, CR8.5 Health and Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
4. List of job categories for the project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
5. Overview of the project-specific Baseline Risk Assessment (RA), indicating major activities of the project namely; Supply, Delivery, Installation of Various Cables, and handover of the following package for The Eastern Substation Cable Replacement in The Port of Richards Bay:

### **Civil works will include;**

- Excavations and water control
- Identify Underground services, other existing services, cable and pipe trenches
- Pipe trenching
- Backfill trenches

### **Electrical works will include;**

- Installation of 11Kv power cables and fibre cables
- Connect to substations
- Copper earth conductors

### **Testing and Commissioning of all new installations to the substations;**

6. One year synopsis of SHE incidents, description, type, and action taken to prevent re-occurrence.
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting evidence included in this Evaluation Schedule as a returnable.
8. Evidence that the Principal Contractor has made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

**Attached submissions to this schedule:**

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

<b>Total Points 15</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>
	<b>Project Specific health and safety documents.</b> 1. Health and Safety Plan in accordance with TNPA 's) Health and Safety Specification. 2. Proof of registration with the Department of Labour as an Electrical installation contractor	<b>Policy current, dated, and signed (State points allocated)</b> 1. Commitment to Safety, prevention of pollution, ill health 2. Continual improvement, 3. Compliance with legal requirements, appropriate to the nature of the contractor's activities, 4. Hold management accountable for the development of the safety systems, 5. Include objectives and targets.	<b>Oranogram dated, signed with Roles &amp; Responsibilities</b> S16.2 CEO 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 8.2 Assistant Construction Manager, 8.5 SACPMP Registered Construction Health and Safety Officer, 8.7 Construction Supervisor, 8.8 Construction assistant supervisor, 9.1 Risk Assessor,	<b>Training Matrix dated and signed</b> List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.	<b>Overview of the Baseline risk assessment –</b> Indicating major activities of the project i.e. installation, commissioning, and handover of the following packages: 1. Civil Works; Excavations and water control, identifying underground services, other existing services, cable and pipe trenches, Pipe trenching, Backfill trenches 2. Electrical	<b>One year synopsis:</b> SHE incidents, description, type and action taken to prevent re-occurrence.	<b>Safety Questionnaire</b> Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.	<b>Cost Breakdown Sheet.</b> Submission of completed health and safety cost breakdown sheet.



			CR12.1 Temporary Works Designer, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993		works will include the installation of 11Kv power cables and fibre cables, 4. Testing and Commissioning of all new installations to the substations			
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<b>Score 0</b>	The Tenderer has submitted no information to determine a score.							
<b>Score 20</b>	Information supplied is totally insignificant / inadequate to meet Employer's requirements	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Information supplied is totally insignificant / inadequate to achieve the Employers Works information.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0,1 to 1% allocated.
<b>Score 40</b>	Health and Safety Plan submission unlikely to ensure	2 of the 5 key policy components are recognized and meet the <i>Employer's</i>	Roles and responsibilities are unlikely to ensure compliance as per	Not all key responsible persons are included in the training matrix.	Poor response / answer / solution lacks convincing evidence,	Poor response / answer / solution lacks convincing evidence,	Poor response / answer / solution lacks convincing evidence,	Health and safety Budget submitted is insignificant / inadequate /



	compliance with stated Employer's Works Information.	requirement.	the Works information and not in line with OHS Act and TNPA health and safety specification.	Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	medium risk that stated <i>employer's</i> requirements will not be met.	medium risk that stated <i>Employer's</i> requirements will not be met.	medium risk that stated <i>Employer's</i> requirements will not be met.	answer / solution to the returnable, Employer's health and safety requirements will not be met, above 1 – 2% allocated.
<b>Score 60</b>	Health and Safety Plan submission possibly able to ensure compliance with stated Employer's Works Information.	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response / answer / solution to the particular aspect of the requirement ,evidence given that the stated <i>Employer's</i> requirements will be met.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 2 – 3% allocated.
<b>Score 80</b>	Health and Safety Plan submission likely to ensure	4 of the five key policy components are recognized and meets the	Roles and responsibilities are likely to ensure	Most of key persons listed on the training matrix as per	Good response / answer / solution which demonstrates	Good response / answer / solution which demonstrates	Good response / answer / solution which demonstrates	Health and safety Budget submitted is Good response /



	compliance with stated Employer's Works Information.	<i>Employer's</i> requirements.	compliance as per Works Information, OHS Act and TNPA health and safety specification.	proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety specification.	real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	answer /solution to the returnable, Employer's health and safety requirements will be met, above 3 – 4% - above allocated.
<b>Score 100</b>	Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information.	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TNPA Health and Safety Management Specification.	Training matrix include Management and all employees / personnel in the project. Training matrix had been signed by responsible personnel.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 4% - above allocated.

## T2.2-08: Evaluation Schedule: Previous experience

### Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works conditions and circumstances in relation to the scope of work over the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the supply, delivery, installation of 11Kv cables and fibre as detailed in the Works Information.

1. Please provide your previous experience showing but not limited to the following:
  - I. Provide your previous experience in procuring and supplying 11kV Cables and Fibre cables
  - II. Provide your previous experience in deep excavations for cable installation
  - III. Provide your previous experience in Termination of 11kV Cables to existing switchgear
  - IV. Provide your previous experience in Testing and Commissioning the installation of 11kV Cables and Fibre
2. References to substantiate experience indicated showing:
  - I. Project description
  - II. Customer name and contact details
  - III. Contract value and duration
  - IV. Evidence of project completion i.e. Completion Certificate

*Please note that only projects completed in the last 10 years from the date of award with valid certificates of completion and/or references on a company letterhead shall be considered toward the scoring. If a singular project encompasses more than one of the five key elements mentioned above, it will be counted toward the scoring for each of the key elements that it encompasses.*

### Attach the index of documentation to this schedule to substantiate your submission:

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

Fill in as many line items as needed for similar previous projects undertaken, starting from the most recent projects completed and attach completion certificates for completed projects:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors





The table below indicates the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

	<b>Provide your previous experience in procuring and supplying 11kV Cables and Fibre cables</b>	<b>Provide your previous experience in deep excavations for cable installation</b>	<b>Provide your previous experience in Termination of 11kV Cables to existing switchgear</b>	<b>Provide your previous experience in Testing and Commissioning the installation of 11kV Cables and Fibre</b>
<b>Total Points 20</b>	<b>3</b>	<b>5</b>	<b>6</b>	<b>6</b>
<b>Score 0</b>	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no/invalid references or certificates of completion.
<b>Score 20</b>	The tenderer has successfully completed one (1) procuring and supplying 11kV Cables and Fibre cables project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) deep excavation for cable installation project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) Termination of 11kV Cables to existing switchgear project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed one (1) Testing and Commissioning the installation of 11kV Cables and Fibre project in the last 10 years with valid references/ certificates of completion.
<b>Score 40</b>	The tenderer has successfully completed two (2) procuring and supplying 11kV Cables and Fibre cables project in the last 10 years	The tenderer has successfully completed two (2) deep excavation for cable installation project in the last	The tenderer has successfully completed two (2) Termination of 11kV Cables to existing switchgear project in the last 10 years with valid	The tenderer has successfully completed two (2) Testing and Commissioning the installation of 11kV Cables and Fibre project in the



	with valid references/ certificates of completion.	10 years with valid references/ certificates of completion.	references/ certificates of completion.	last 10 years with valid references/ certificates of completion.
<b>Score 60</b>	The tenderer has successfully completed three (3) procuring and supplying 11kV Cables and Fibre cables project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) deep excavation for cable installation project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) Termination of 11kV Cables to existing switchgear project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed three (3) Testing and Commissioning the installation of 11kV Cables and Fibre project in the last 10 years with valid references/ certificates of completion.
<b>Score 80</b>	The tenderer has successfully completed four (4) procuring and supplying 11kV Cables and Fibre cables project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed four (4) deep excavation for cable installation project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed four (4) Termination of 11kV Cables to existing switchgear project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed four (4) Testing and Commissioning the installation of 11kV Cables and Fibre project in the last 10 years with valid references/ certificates of completion.
<b>Score 100</b>	The tenderer has successfully completed five (5) procuring and supplying 11kV Cables and Fibre cables project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed five (5) deep excavation for cable installation project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed five (5) Termination of 11kV Cables to existing switchgear project in the last 10 years with valid references/ certificates of completion.	The tenderer has successfully completed five (5) Testing and Commissioning the installation of 11kV Cables and Fibre project in the last 10 years with valid references/ certificates of completion.

## **T2.2-09: Evaluation Schedule - Approach Paper**

The Tenderer must attach his / her approach paper to this page.

The approach paper shall include as a minimum but not limited to the following (the Contractor must refer to the Works Information for a full description of the scope of the works):.

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his / her approach paper to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the Installation of cables:

### **1. Methodology for Excavation works**

- a) Survey control and setting out of the Works
- b) Method of Excavations and associated water control.
- c) Sequence of Earthworks construction considering constraints due to active industry operations and the need for access to their sites during the cable excavation.
- d) Proposed material /quarry source and transport plan to deliver and stockpile (where applicable) on site.
- e) Methodology for light rehabilitation work
- f) Methodology for storage, handling and transportation of materials such as sand, stone, bricks, manhole covers and precast structures.
- g) Details of the proposed plant and equipment to be used during the construction (Light and heavy rehabilitation)
- h) Approach for Traffic management to allow minimal disruptions to operations as well as traffic congestion due to construction.

## **2. Electrical installation**

- a) Approach to Underground services, other existing services, cable and pipe trenches and covers.
- b) Sequences of construction or installation
- c) Methodology for cable termination at switch gear
- d) Details of equipment, plant and material for termination of cables.
- e) Giving notice of work to be covered up
- f) Method for disposing of waste material from exciting material.
- g) Control of noise, dust, water and waste

## **3. Testing and Commissioning**

- a) Approach on completion or Sectional Completion of works
- b) Approach of materials facilities and samples for tests and inspections
- c) Tests and grading
- d) Take over procedures
- e) Submission of all data packs, quality assurance records and as-built drawings

<b>Index of documentation attached to this schedule:</b>
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	<b>Methodology for Excavation Works</b>	<b>Electrical installation</b>	<b>Testing and Commissioning</b>
<b>Total Points 10</b>	<b>3</b>	<b>3</b>	<b>4</b>
<b>Score 0</b>	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project	The tenderer has submitted no information or has not detailed any of the items under this aspect of the project.
<b>Score 20</b>	The tenderer's approach paper addresses ≤two (2) items under this aspect of the project.	The tenderer's approach paper addresses ≤two (2) items under this aspect of the project.	The tenderer's approach paper addresses one (1) item under this aspect of the project.
<b>Score 40</b>	The tenderer's approach paper addresses three to four (3-4) items under this aspect of the project.	The tenderer's approach paper addresses three to four (3-4) items in detail under this aspect of the project.	The tenderer's approach paper addresses two (2) items in detail under this aspect of the project.
<b>Score 60</b>	The approach paper is specifically tailored to address five to six (5-6) items under this aspect of the	The approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.	The approach paper is specifically tailored to address three (3) items in detail under this aspect of the project.



	project. The approach paper is linked to the project programme.	The approach paper is linked to the project programme.	The approach paper is linked to the project programme.
<b>Score 80</b>	The approach paper is specifically tailored to address seven (7) items under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.	The approach paper is specifically tailored to address six (6) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.	The approach paper is specifically tailored to address four (4) items in detail under this aspect of the project. Besides being linked to the project programme, the approach paper describes in detail the method statement, technical approach and construction sequencing in terms of the Works Information.
<b>Score 100</b>	Besides meeting the "80" rating, the approach paper is specifically tailored to address eight (8) items in detail under this aspect of the project.	Besides meeting the "80" rating, the approach paper is specifically tailored to address seven (7) items in detail under this aspect of the project.	Besides meeting the "80" rating, the approach paper is specifically tailored to address five (5) items in detail under this aspect of the project.

## **T2.2-10: B-BBEE Status Level of Contributor 1 or 2**

### **Evidence to be provided:**

1. Valid B-BBEE Certificate /
2. Sworn-Affidavit /
3. CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines.

***Please attach evidence here***

## **T2.2-11: 30% black women owned entities**

### **Evidence to be provided:**

1. Valid B-BBEE Certificate /
2. Sworn-Affidavit /
3. CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted)  
as per DTIC guidelines.
4. Certified copy of ID Documents

***Please attach evidence here***



## **T2.2-12: +50% black youth owned Entities**

### **Evidence to be provided:**

1. Certified copy of ID Documents of the Owners and valid B-BBEE Certificate /
2. Sworn- Affidavit /
3. CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted)  
as per DTIC guideline

***Please attach evidence here***

## T2.2-13: 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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

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

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

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

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

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

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

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

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

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

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

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

## T2.2-14: 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		
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7		
8		
9		
10		
11		
12		
13		
14		
15		

## **T2.2-15: Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

## Part T2: Returnable Schedules

### T2.2-16: Risk Elements



## T2.2-17: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

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

## **T2.2-18: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

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

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

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: \_\_\_\_\_

\_\_\_\_\_ **(Pty) Ltd**

(Operator)

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

#### **AS WITNESSES:**

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

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

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

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

## **T2.2-19: Valid Proof of Respondent's Compliance to Specific Goals Evidence (Preference Claim Form) Requirements Stipulated in Sbd 6.1. Annex G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

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

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

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

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

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

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

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

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

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

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

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

**Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

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

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

Signed

Date

Name

Position

Enterprise  
name

**SBD 6.1**

## PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

### 1. GENERAL CONDITIONS

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

	POINTS
<b>PRICE</b>	<b>80</b>
<ul style="list-style-type: none"> <li>• B-BBEE Status Level of contributor 1 or 2 = 10</li> <li>• 30% Black Women Owned Entities = 5</li> <li>• +50% black youth Owned Entities = 5</li> </ul>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section



1 of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of contributor 1 or 2	Valid B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women owned Entities	Valid B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline. Certified copy of ID Documents
+50% black youth owned Entities	Certified copy of ID Documents of the Owners and valid CIPC B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

<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.

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of or 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	
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- 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES		NO	
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## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

### **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or

<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.

any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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<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.

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder





TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

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## **T2.2-20: NON-DISCLOSURE AGREEMENT**

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

## 2. CONFIDENTIAL INFORMATION

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



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

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

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

### **4. ANNOUNCEMENTS**

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

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

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

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

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

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- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-21: RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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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 **T2.2-24 "Service Provider Integrity Pact"**.

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

### IMPORTANT NOTICE TO TENDERERS

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

## T2.2-22: 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\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

## T2.2-23 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\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

## **T2.2-24: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

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

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

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



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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

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

decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- Private gain or advancement; or
  - The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;



- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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

Signature .....

Date .....



## T2.2-25: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## T2.2-26: Insurance provided by the *Contractor*.

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

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

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

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

**Deductibles:**

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000



R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## **PUBLIC LIABILITY**

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but <b>Excluding</b>:</p> <ul style="list-style-type: none"> <li>a) Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight &amp; Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).</li> <li>c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.</li> <li>e) Contracts in or on any aircraft.</li> <li>f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and</li> </ul>

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductible(s) :** R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

**General Policy Exclusions :**

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

## PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.
- Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity -

\*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender



Chief Broking Officer

## T2.2-27: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## T2.2-28: 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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## C1.1: Form of Offer & Acceptance

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### Supply, Delivery and Installation of Various Cables for the Eastern Substation Cable Replacement in the Port of Richards Bay

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 *Project Manager* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

**For the tenderer:**

**For the *Employer***

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

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>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>1st Floor Bayvue Centre</b> <b>Ventura Road</b> <b>Port of Richards Bay,</b> <b>3900</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>
	Address	
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>For the Supply, Delivery and Installation of Various Cables for the Eastern Substation Cable Replacement in the Port of Richards Bay</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- <b>working in a confined space</b></li> <li>- <b>unknown services</b></li> <li>- <b>working in operational areas</b></li> <li>- <b>Traffic congestion</b></li> </ul>
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>2 weeks</b>	
<b>2</b>	<b>The <i>Contractor's</i> 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>14 October 2024</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 The whole of the site</b>	<b>05 February 2024</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>15 January 2024</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty two) 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 Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the 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,	<b>the cumulative rainfall (mm)</b>  <b>the number of days with rainfall more than 10 mm</b>  <b>the number of days with minimum air temperature less than 0 degrees Celsius</b>  <b>the number of days with snow lying at 08:00 hours South African Time</b>  <b>and these measurements: N/a</b>
	The place where weather is to be recorded (on the Site ) is:	<b>The <i>Contractor's</i> Site establishment area</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Richards Bay, Kwazulu Natal</b>
	and which are available from:	<b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	



1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>

Note:

**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.**

		<p><b>5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>.</b></p>
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 <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<p><b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b></p>
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:	<p><b>Principal Controlled Insurance (PCI) – Sankofa Insurance Brokers.</b></p>
<b>9</b>	<b>Termination</b>	<b>See Additional Conditions of Contract Clause Z3</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>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>Richards Bay, Kwazulu Natal, South Africa, 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>
X2.1	The <i>law</i> of the contract is:	The Republic of South Africa subject to the jurisdiction of the courts of South Africa
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R2 500 per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% of the total of the prices (including VAT)</b>

<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</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>Nil</b> <b>The deductible of the relevant insurance policy</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>3 years after Completion of the whole of the works</b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	

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**Z1 Additional clause relating to  
Performance Bonds and/or  
Guarantees**

**Z1.1**

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

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## **Z2 Additional clauses relating to Joint Venture**

### **Z2.1**

#### **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><b>constituents to provide the Works.</b></p> <ul style="list-style-type: none"> <li><b>Financial requirements for the Joint Venture:</b> <ul style="list-style-type: none"> <li><b>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;</b></li> <li><b>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</b></li> </ul> </li> </ul>
<b>Z2.2</b>		<p><b>Insert additional core clause 27.6</b></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>Z3</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z3.1</b>		<p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li><b>commenced business rescue proceedings (R22)</b></li> <li><b>repudiated this Contract (R23)</b></li> </ul>



<b>Z3.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z3.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z4</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z4.1</b>		<p>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:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z5</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z5.1</b>		<p>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.</p>

## Z6 Protection of Personal Information Act

## Z6.1

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

## Z7 The First Assessment Interval

## 27.1

**In the event the *Contractor* is not loaded on the *Employers* data base, the *Project Manager* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents.**

**Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the *starting date*"**

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-04.</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is	<b>T2.2-03</b>		
<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(21)	The <i>bill of quantities</i> is in	<b>C2.2</b>		
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>	

## 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  
eMendi Administration Building  
N2 Neptune Road  
Off Klub Road  
Port of Ngqura  
Port Elizabeth  
6100

Date:

Dear Sirs,

**Performance Bond for Contract No. TNPA/2023/08/0014/38527/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

{ } (the *Contractor*), for

{ } (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)  

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R 

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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 \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_  
at \_\_\_\_\_ this \_\_\_\_\_

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	6
C2.2	The <i>bill of quantities</i>	20

## 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:

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li> <li>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li> </ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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

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

## 2.2. General assumptions

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

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

- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

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

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

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

## C2.2 The *bill of quantities*

Transnet National Ports Authority					
Carina MV Cable Network Replacement					
Section A: Preliminary & General					
ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
A	<p><b><u>SECTION 1: PRELIMINARY &amp; GENERAL</u></b></p> <p><b>NOTE</b> Tenderers are to price this Schedule strictly in accordance with the Specifications and SANS 1200, where a conflict arises between these two documents the Specifications shall take precedence. Where a conflict arises between this Schedule and the Specifications, the Specifications shall take precedence. Tenderers shall study the Drawings before pricing this Schedule and the Schedule shall be priced to provide the complete Works To be read in conjunction with but not limited to the following Project Technical Specification(s) :</p> <p><b>SECTION: GENERAL</b></p> <p><b>SCHEDULED FIXED-CHARGE ITEMS</b></p> <p><b>CONTRACTUAL REQUIREMENTS:</b></p> <p>A1 Performance bond Sum 1</p> <p>A2 Insurance of the <i>works</i> and plant Sum 1</p> <p>A3 Third party or public liability insurance Sum 1</p> <p>A4 Unemployment insurance Sum 1</p> <p>A5 Other Sum 1</p> <p><b>ESTABLISHMENT OF FACILITIES ON THE SITE</b></p> <p><b>FACILITIES FOR EMPLOYER</b></p> <p>A6 c) Nameboards (2 No.) Sum 1</p> <p><b>FACILITIES FOR CONTRACTOR</b></p> <p>A7 Offices and storage sheds Sum 1</p> <p>A8 Workshops Sum 1</p> <p>A9 Laboratories Sum 1</p>				
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
A10	Living accommodation	Sum	1		
A11	Tools and equipment	Sum	1		
A12	Water supplies, electric power and communications	Sum	1		
A13	Dealing with water	Sum	1		
A14	Access	Sum	1		
A15	Plant	Sum	1		
<b>OTHER FIXED-CHARGE OBLIGATIONS</b>					
A17	a) Management meetings	Sum	1		
A18	b) Document control	Sum	1		
A19	c) Safety risk management	Sum	1		
A20	d) Environmental management	Sum	1		
A21	e) Quality assurance requirements	Sum	1		
A22	f) Programming and progress reporting	Sum	1		
A23	g) Training	Sum	1		
A24	h) Industrial relations management	Sum	1		
A25	i) Permits and mandatory approvals	Sum	1		
A26	j) Factory acceptance tests	Sum	1		
A27	k) Site acceptance tests	Sum	1		
A28	l) Other	Sum	1		
<b>REMOVAL OF SITE ESTABLISHMENT</b>					
A29	Removal of site establishment	Sum	1		
<b>SCHEDULED TIME-RELATED ITEMS</b>					
<b>CONTRACTUAL REQUIREMENTS</b>					
A30	Performance bond	Sum	1		
A31	Insurance of the <i>works</i> and plant	Sum	1		
<b>TOTAL CARRIED FORWARD</b>					



<b>TOTAL BROUGHT FORWARD</b>					
A32	Third party or public liability insurance	Sum	1		
A33	Unemployment insurance	Sum	1		
A34	Other	Sum	1		
<b>OPERATION AND MAINTENANCE OF FACILITIES ON SITE, FOR DURATION OF CONSTRUCTION, EXCEPT WHERE OTHERWISE STATED</b>					
<b>FACILITIES FOR EMPLOYER</b>					
A35	c) Nameboards (2 No.)	Sum	1		
<b>FACILITIES FOR CONTRACTOR</b>					
A36	Offices and storage sheds	Sum	1		
A37	Workshops	Sum	1		
A38	Laboratories	Sum	1		
A39	Living accommodation	Sum	1		
A40	Ablution and latrine facilities	Sum	1		
A41	Tools and equipment	Sum	1		
A42	Water supplies, electric power and communications	Sum	1		
A43	Dealing with water	Sum	1		
A44	Access	Sum	1		
A45	Plant	Sum	1		
<b>SUPERVISION FOR DURATION OF CONSTRUCTION</b>					
A46	Supervision for duration of construction	Sum	1		
<b>COMPANY AND HEAD OFFICE OVERHEAD COSTS FOR THE DURATION OF THE CONTRACT</b>					
A47	Company and head office overhead costs for the duration of the contract	Sum	1		
<b>OTHER TIME-RELATED OBLIGATIONS</b>					
A48	a) Management meetings	Sum	1		
<b>TOTAL CARRIED FORWARD</b>					

<b>TOTAL BROUGHT FORWARD</b>					
A49	b) Document control	Sum	1		
A50	c) Safety risk management	Sum	1		
A51	d) Environmental management	Sum	1		
A52	e) Quality assurance requirements	Sum	1		
A53	f) Programming and progress reporting	Sum	1		
A54	g) Training	Sum	1		
A55	h) Industrial relations management	Sum	1		
A56	i) Permits and mandatory approvals	Sum	1		
A57	j) Factory acceptance tests	Sum	1		
A58	k) Site acceptance tests	Sum	1		
A59	l) Other	Sum	1		
<b>DAYWORKS</b>					
<b>LABOUR</b>					
A60	a) Construction Manager	hr			
A61	b) Site Supervisor	hr			
A62	c) Assistant Site Supervisor	hr			
A63	d) SHEQ Officer	hr			
A64	e) Environmental Control Officer	hr			
A65	f) Document Controller	hr			
A66	g) Operator	hr			
A67	h) Gang Boss	hr			
A68	i) Skilled labourer	hr			
A70	j) Semi-Skilled labourer	hr			
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
A71	k) Unskilled labourer	hr			
	<b>PLANT</b>				
	(Tenderer to fill in Model particulars, type, size etc.)				
A72	a) Bakkie Model:	hr			
A73	b) MPV/Bus Model:	hr			
A74	c) Crane truck Model:	hr			
A75	d) Excavator (20 ton) Model:	hr			
A76	e) Digger/Loader Model:	hr			
A77	f) Roller (vib - self propelled) Model:	hr			
A78	g) Wacker (machine driven) Model:	hr			
A79	h) Plate Compactor (machine driven) Model:	hr			
A80	i) Tip truck (10 m <sup>3</sup> ) Model:	hr			
A81	j) Water cart Model:	hr			
A82	k) Concrete mixer Model:	hr			
	<b>TEMPORARY WORKS</b>				
A83	Dealing with Traffic	Sum	1		
	Protection of the Works and Surrounding Structures Until Construction in Vicinity is Complete	Sum	1		
	Temporary non-adjustable construction stays				
A84	i) Supply	No.	2		
A85	ii) Install	No.	2		
A86	Pull testing of stays	Sum	1		
	Temporary wooden structures				
A87	i) Supply	No.	2		
A88	ii) Install	No.	2		
TOTAL CARRIED TO SUMMARY SECTION A					

<b>Transnet National Ports Authority</b> <b>Carina MV Cable Network Replacement</b> <b>Section B: Admin Quay to Eastern Intake</b>					
ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
	<b>NOTE</b>  This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for <i>Employer</i> staff where specified etc.				
<b>B1</b>	<b>11kV Cables, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
<b>B1.1</b>	i) Supply	m	2,050		
<b>B1.2</b>	ii) Install	m	2,050		
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
	b) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV cable joints.				
<b>B1.3</b>	i) Supply	No	7		
<b>B1.4</b>	ii) Install	No	7		
	c) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV Indoor cable Termination Kit.				
<b>B1.5</b>	i) Supply	No	2		
<b>B1.6</b>	ii) Install	No	2		
<b>B2</b>	<b>600V/1000V Low Voltage Cable, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
	a) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC cable. (300m drum)				
<b>B2.1</b>	i) Supply	m	2,050		
<b>B2.2</b>	ii) Install	m	2,050		
	b) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC cable joints.				
<b>B2.3</b>	i) Supply	No	7		
<b>B2.4</b>	ii) Install	No	7		
	c) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC Indoor cable Termination Kit.				
<b>B2.5</b>	i) Supply	No	2		
<b>B2.6</b>	ii) Install	No	2		
<b>B3</b>	<b>Fibre Optic Cable, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
	a) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) armoured cable. (1000m drum)				
<b>B3.1</b>	i) Supply	m	2,050		
<b>B3.2</b>	ii) Install	m	2,050		
TOTAL CARRIED FORWARD					

TOTAL BROUGHT FORWARD				
	b) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) outdoor joint kit using fusion splicing in splice enclosure. Enclosure to be mounted on hot dipped galvanised pedestal.			
<b>B3.3</b>	i) Supply	No	1	
<b>B3.4</b>	ii) Install	No	1	
	<b>c) Fibre Optic Termination Panels (Eastern Intake and Admin Quay Substations)</b> <b>Complete and fully functional with (per substation);</b> - 4 x 144-way single core (9µm/ 125µm) fibre optic patch panel (8 x 72 way) - 1 x 24u cabinet, 2400mm (H) x 800mm(W) x 600mm (D) with cabinet Glass door - Crating for transport - All equipment and labels as per specification - Termination of 4 x 144-way single core (9µm/ 125µm) fibre optic cables - All testing and commissioning documentation to be provided (To include for crating for transport and blanking plates as required)			
<b>B3.5</b>	i) Supply	No.	2	
<b>B3.6</b>	ii) Install	No.	2	
<b>B4</b>	<b>Concrete Cable Products</b>			
	See drg: XRB.E.0022-000-C-LA-0001-01			
	a) Concrete cable protection slabs			
<b>B4.1</b>	i) Supply	ea	2,733	
<b>B4.2</b>	ii) Install	ea	2,733	
	b) Concrete cable markers (coloured) (Installed at cable joints and change in cable direction)			
<b>B4.3</b>	i) Supply	ea	12	
<b>B4.4</b>	ii) Install	ea	12	
	c) Concrete cable markers (plain)			
<b>B4.5</b>	i) Supply	ea	34	
<b>B4.6</b>	ii) Install	ea	34	
TOTAL CARRIED FORWARD				

TOTAL BROUGHT FORWARD					
<b>B5</b>	<b>Sleeves</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
	a) 250mm uPVC Class 4 Sleeve Pipes				
<b>B5.1</b>	i) Supply and Install	m	0		
<b>B6</b>	<b>Horizontal Pipe Drilling</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
	a) Horizontally Drilled (Directional drilling) 4 x 300mm, Class 4, uPVC Sleeve Pipes				
<b>B6.1</b>	ii) Supply and install	m	60		
<b>B7</b>	<b>Trenching and Backfilling</b>				
	See drg: XRB.E.0022-000-C-LA-0001-01				
<b>B7.1</b>	Proof trenching (2000 x 600 x 1300 deep) and reinstatement	No	41		
<b>B7.2</b>	i) Machine excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m <sup>3</sup>	308		
<b>B7.3</b>	ii) Hand excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide.	m <sup>3</sup>	1,107		
<b>B7.4</b>	iii) Hard rock excavation including blasting.	m <sup>3</sup>	55		
<b>B7.5</b>	iv) Spoil of unsuitable material.	m <sup>3</sup>	332		
<b>B7.6</b>	v) Imported bedding. (6mm screened - max umgeni)	m <sup>3</sup>	344		
<b>B7.7</b>	vi) Bedding from sifted soil. (No rubble or stone larger than 2dm <sup>3</sup> allowed)	m <sup>3</sup>	763		
<b>B7.8</b>	vii) Backfill and compaction of cable trenches.	m <sup>3</sup>	1,107		
<b>B7.9</b>	viii) Supply and install danger tape. (Yellow plastic tape without adhesive with warning message "ELECTRIC CABLE BELOW" printed in red letters)	m	2,030		
<b>B8</b>	<b>Testing and Pre-Commissioning</b>				
	a) Testing and pre-commissioning of 11kV Cables				
	(On site VLF testing of 11kV Cables and issuing of test certificates)				
<b>B8.1</b>	i) Supply	Sum	1		
TOTAL CARRIED FORWARD					

TOTAL BROUGHT FORWARD					
	b) Testing and pre-commissioning of 600/1000V Cables (On site hi-pot testing of 600/1000V Cables and issuing of test certificates)				
<b>B8.2</b>	i) Supply	Sum	1		
	c) Testing and pre-commissioning of Fibre Optic Cables (On site testing of Fibre Optic Cables and issuing of test certificates)				
<b>B8.3</b>	i) Supply	Sum	1		
<b>B9</b>	<b>Protection System</b>				
	a) Grading, testing and pre-commissioning of associated protection relays in Admin Quay and Eastern Intake Substations				
<b>B9.1</b>	i) Supply	Sum	1		
<b>B10</b>	<b>Overall System Testing and Commissioning</b>				
	a) Energisation and hot commissioning of the entire cable network system				
<b>B10.1</b>	i) Supply	Sum	1		
<b>B11</b>	<b>Removal of Existing Electrical Infrastructure</b>				
	a) Disconnecting and removal of decommissioned cables in substation trenches and handover to TNPA.				
<b>B11.1</b>	i) Supply	Sum	1		
<b>B12</b>	<b>General</b>				
<b>B12.1</b>	i) Transportation and offloading of removed plant at TNPA Port of Richards Bay electrical maintenance depot, Pioneer Centre, Sam Thom Road, Richards Bay.	Sum	1		
TOTAL CARRIED FORWARD					



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

<b>TOTAL BROUGHT FORWARD</b>					
<b>TOTAL CARRIED TO SUMMARY SECTION B</b>					

<b>Transnet National Ports Authority</b> <b>Carina MV Cable Network Replacement</b> <b>Section C: Liquid Pitch to Sorting Yard</b>					
ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
	<b>NOTE</b>  This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for <i>Employer</i> staff where specified etc.				
<b>C1</b>	<b>11kV Cables, Cable Joints and Terminations</b> See drg: XRB.E.0022-000-C-LA-0001-02				
<b>C1.1</b>	a) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV cable, graphite coated. (300m drum)  i) Supply	m	630		
<b>C1.3</b>	b) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV cable joints.  i) Supply	No	2		
<b>C1.4</b>	ii) Install	No	2		
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
	c) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV Indoor cable Termination Kit.				
<b>C1.5</b>	i) Supply	No	2		
<b>C1.6</b>	ii) Install	No	2		
<b>C2</b>	<b>600V/1000V Low Voltage Cable, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-02				
	a) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC cable. (300m drum)				
<b>C2.1</b>	i) Supply	m	630		
<b>C2.2</b>	ii) Install	m	630		
	b) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC cable joints.				
<b>C2.3</b>	i) Supply	No	2		
<b>C2.4</b>	ii) Install	No	2		
	c) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC Indoor cable Termination Kit.				
<b>C2.5</b>	i) Supply	No	2		
<b>C2.6</b>	ii) Install	No	2		
<b>C3</b>	<b>Fibre Optic Cable, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-02				
	a) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) armoured cable. (1000m drum)				
<b>C3.1</b>	i) Supply	m	630		
<b>C3.2</b>	ii) Install	m	630		
	b) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) outdoor joint kit using fusion splicing in splice enclosure. Enclosure to be mounted on hot dipped galvanised pedestal.				
<b>C3.3</b>	i) Supply	No	0		
<b>C3.4</b>	ii) Install	No	0		
TOTAL CARRIED FORWARD					

TOTAL BROUGHT FORWARD				
	<b>c) Fibre Optic Termination Panel (Liquid Pitch and Sorting Yard Substations)</b> Complete and fully functional with (per substation); - 4 x 144-way single core (9µm/ 125µm) fibre optic patch panel (8 x 72 way) - 1 x 24u cabinet, 2400mm (H) x 800mm(W) x 600mm (D) with cabinet Glass door - Crating for transport - All equipment and labels as per specification - Termination of 4 x 144-way single core (9µm/ 125µm) fibre optic cables - All testing and commissioning documentation to be provided (To include for crating for transport and blanking plates as required)			
<b>C3.5</b>	i) Supply	No.	2	
<b>C3.6</b>	ii) Install	No.	2	
<b>C4</b>	<b>Concrete Cable Products</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) Concrete cable protection slabs			
<b>C4.1</b>	i) Supply	ea	840	
<b>C4.2</b>	ii) Install	ea	840	
	b) Concrete cable markers (coloured) (Installed at cable joints and change in cable direction)			
<b>C4.3</b>	i) Supply	ea	7	
<b>C4.4</b>	ii) Install	ea	7	
	c) Concrete cable markers (plain)			
<b>C4.5</b>	i) Supply	ea	11	
<b>C4.6</b>	ii) Install	ea	11	
<b>C5</b>	<b>Sleeves</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) 250mm uPVC Class 4 Sleeve Pipes			
<b>C5.1</b>	i) Supply and Install	m	15	
<b>C6</b>	<b>Horizontal Pipe Drilling</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) Horizontally Drilled (Directional drilling) 4 x 300mm, Class 4, uPVC Sleeve Pipes			
TOTAL CARRIED FORWARD				

TOTAL BROUGHT FORWARD					
<b>C6.2</b>	ii) Supply and Install	m	85		
<b>C7</b>	<b>Trenching and Backfilling</b>				
	See drg: XRB.E.0022-000-C-LA-0001-02				
<b>C7.1</b>	Proof trenching (2000 x 600 x 1300 deep) and reinstatement	No	13		
<b>C7.1</b>	i) Machine excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m <sup>3</sup>	95		
<b>C7.2</b>	ii) Hand excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide.	m <sup>3</sup>	340		
<b>C7.3</b>	iii) Hard rock excavation including blasting.	m <sup>3</sup>	17		
<b>C7.4</b>	iv) Spoil of unsuitable material.	m <sup>3</sup>	102		
<b>C7.5</b>	v) Imported bedding. (6mm screened - max umgeni)	m <sup>3</sup>	106		
<b>C7.6</b>	vi) Bedding from sifted soil. (No rubble or stone larger than 2dm <sup>3</sup> allowed)	m <sup>3</sup>	234		
<b>C7.7</b>	vii) Backfill and compaction of cable trenches.	m <sup>3</sup>	340		
<b>C7.8</b>	viii) Supply and install danger tape. (Yellow plastic tape without adhesive with warning message "ELECTRIC CABLE BELOW" printed in red letters)	m	610		
<b>C8</b>	<b>Testing and Pre-Commissioning</b>				
	a) Testing and pre-commissioning of 11kV Cables (On site VLF testing of 11kV Cables and issuing of test certificates)				
<b>C8.1</b>	i) Supply	Sum	1		
	b) Testing and pre-commissioning of 600/1000V Cables (On site hi-pot testing of 600/1000V Cables and issuing of test certificates)				
<b>8.2</b>	i) Supply	Sum	1		
	c) Testing and pre-commissioning of Fibre Optic Cables (On site testing of Fibre Optic Cables and issuing of test certificates)				
<b>8.3</b>	i) Supply	Sum	1		
<b>9</b>	<b>Protection System</b>				
	a) Grading, testing and pre-commissioning of associated protection relays in Liquid Pitch and Sorting Yard Substations				
<b>9.1</b>	i) Supply	Sum	1		
TOTAL CARRIED FORWARD					

TOTAL BROUGHT FORWARD					
<b>C10</b>	<b>Overall System Testing and Commissioning</b>				
	a) Energisation and hot commissioning of the entire cable network system				
<b>C10.1</b>	i) Supply	Sum	1		
<b>C11</b>	<b>Removal of Existing Electrical Infrastructure</b>				
	a) Disconnecting and removal of decommissioned cables in substation trenches and handover to TNPA.				
<b>C11.1</b>	i) Supply	Sum	1		
<b>C12</b>	<b>General</b>				
<b>C12.1</b>	i) Transportation and offloading of removed plant at TNPA Port of Richards Bay electrical maintenance depot, Pioneer Centre, Sam Thom Road, Richards Bay.	Sum	1		
<b>TOTAL CARRIED TO SUMMARY SECTION C</b>					

<b>Transnet National Ports Authority</b> <b>Carina MV Cable Network Replacement</b> <b>Section D: Sorting Yard to Arrivals Yard</b>					
ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
	<b>NOTE</b>  This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for <i>Employer</i> staff where specified etc.				
<b>D1</b>	<b>11kV Cables, Cable Joints and Terminations</b>  See drg: XRB.E.0022-000-C-LA-0001-02  a) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV cable, graphite coated. (300m drum)				
<b>D1.1</b>	i) Supply	m	1,600		
<b>D1.2</b>	ii) Install  b) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV cable joints.	m	1,600		
<b>D1.3</b>	i) Supply	No	5		
<b>D1.4</b>	ii) Install  c) 240mm <sup>2</sup> , 3 core, Cu, XLPE insulated PVC bedded, steel wire armoured, PVC sheathed 6.35/11kV Indoor cable Termination Kit.	No	5		
<b>D1.5</b>	i) Supply	No	2		
<b>D1.6</b>	ii) Install	No	2		
<b>D2</b>	<b>600V/1000V Low Voltage Cable, Cable Joints and Terminations</b>  See drg: XRB.E.0022-000-C-LA-0001-02  a) 4mm <sup>2</sup> , 4 core, Cu, Armoured, 600/1000V PVC cable. (300m drum)				
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
<b>D2.1</b>	i) Supply	m	1,600		
<b>D2.2</b>	ii) Install	m	1,600		
	b) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC cable joints.				
<b>D2.3</b>	i) Supply	No	5		
<b>D2.4</b>	ii) Install	No	5		
	c) 4mm <sup>2</sup> , 4 core, Cu, Armoured,600/1000V PVC Indoor cable Termination Kit.				
<b>D2.5</b>	i) Supply	No	2		
<b>D2.6</b>	ii) Install	No	2		
<b>D3</b>	<b>Fibre Optic Cable, Cable Joints and Terminations</b>				
	See drg: XRB.E.0022-000-C-LA-0001-02				
	a) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) armoured cable				
<b>D3.1</b>	i) Supply	m	1,600		
<b>D3.2</b>	ii) Install	m	1,600		
	b) 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) outdoor joint kit using fusion splicing in splice enclosure. Enclosure to be mounted on hot dipped galvanised pedestal.				
<b>D3.3</b>	i) Supply	No	2		
<b>D3.4</b>	ii) Install	No	2		
	c) <b>Fibre Optic Termination Panel (Arrivals Yard Substation)</b> <b>Complete and fully functional with (per substation);</b> - 4 x 144-way single core (9µm/ 125µm) fibre optic patch panel (8 x 72 way) - 1 x 24u cabinet, 2400mm (H) x 800mm(W) x 600mm (D) with cabinet Glass door - Crating for transport - All equipment and labels as per specification - Termination of 4 x 144-way single core (9µm/ 125µm) fibre optic cables - All testing and commissioning documentation to be provided (To include for crating for transport and blanking plates as required)				
<b>D3.5</b>	i) Supply	No.	1		
<b>D3.6</b>	ii) Install	No.	1		
TOTAL CARRIED FORWARD					



TOTAL BROUGHT FORWARD				
<b>D4</b>	<b>Concrete Cable Products</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) Concrete cable protection slabs			
<b>D4.1</b>	i) Supply	ea	2,133	
<b>D4.2</b>	ii) Install	ea	2,133	
	b) Concrete cable markers (coloured) (Installed at cable joints and change in cable direction)			
<b>D4.3</b>	i) Supply	ea	10	
<b>D4.4</b>	ii) Install	ea	10	
	c) Concrete cable markers (plain)			
<b>D4.5</b>	i) Supply	ea	27	
<b>D4.6</b>	ii) Install	ea	27	
<b>D5</b>	<b>Sleeves</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) 250mm uPVC Class 4 Sleeve Pipes			
<b>D5.1</b>	i) Supply and Install	m	15	
<b>D6</b>	<b>Horizontal Pipe Drilling</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
	a) Horizontally Drilled (Directional drilling) 4 x 300mm, Class 4, uPVC Sleeve Pipes			
<b>D6.2</b>	ii) Supply and Install	m	60	
<b>D7</b>	<b>Trenching and Backfilling</b>			
	See drg: XRB.E.0022-000-C-LA-0001-02			
<b>D7.1</b>	Proof trenching (2000 x 600 x 1300 deep) and reinstatement	No	32	
<b>D7.1</b>	i) Machine excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m <sup>3</sup>	240	
<b>D7.2</b>	ii) Hand excavation in pickable material. Trench dimensions taken as 1300 deep x 400 wide.	m <sup>3</sup>	864	
<b>D7.3</b>	iii) Hard rock excavation including blasting.	m <sup>3</sup>	43	
<b>D7.4</b>	iv) Spoil of unsuitable material.	m <sup>3</sup>	259	
TOTAL CARRIED FORWARD				

TOTAL BROUGHT FORWARD				
<b>D7.5</b>	v) Imported bedding. (6mm screened - max umgeni)	m <sup>3</sup>	269	
<b>D7.6</b>	vi) Bedding from sifted soil. (No rubble or stone larger than 2dm <sup>3</sup> allowed)	m <sup>3</sup>	595	
<b>D7.7</b>	vii) Backfill and compaction of cable trenches.	m <sup>3</sup>	864	
<b>D7.8</b>	viii) Supply and install danger tape. (Yellow plastic tape without adhesive with warning message "ELECTRIC CABLE BELOW" printed in red letters)	m	1,580	
<b>D8</b>	<b>Testing and Pre-Commissioning</b>			
	a) Testing and pre-commissioning of 11kV Cables (On site VLF testing of 11kV Cables and issuing of test certificates)			
<b>D8.1</b>	i) Supply	Sum	1	
	b) Testing and pre-commissioning of 600/1000V Cables (On site hi-pot testing of 600/1000V Cables and issuing of test certificates)			
<b>D8.2</b>	i) Supply	Sum	1	
	c) Testing and pre-commissioning of Fibre Optic Cables (On site testing of Fibre Optic Cables and issuing of test certificates)			
<b>D8.3</b>	i) Supply	Sum	1	
<b>D9</b>	<b>Protection System</b>			
	a) Grading, testing and pre-commissioning of associated protection relays in Sorting Yard and Arrivals Yard Substations			
<b>D9.1</b>	i) Supply	Sum	1	
<b>D10</b>	<b>Overall System Testing and Commissioning</b>			
	a) Energisation and hot commissioning of the entire cable network system			
<b>D10.1</b>	i) Supply	Sum	1	
<b>D11</b>	<b>Removal of Existing Electrical Infrastructure</b>			
	a) Disconnecting and removal of decommissioned cables in substation trenches and handover to TNPA.			
<b>D11.1</b>	i) Supply	Sum	1	
<b>D12</b>	<b>General</b>			
<b>D12.1</b>	i) Transportation and offloading of removed plant at TNPA Port of Richards Bay electrical maintenance depot, Pioneer Centre, Sam Thom Road, Richards Bay.	Sum	1	
TOTAL CARRIED FORWARD				

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/08/0014/38527/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

<b>TOTAL BROUGHT FORWARD</b>					
<b>TOTAL CARRIED TO SUMMARY SECTION D</b>					

## Summary

<b>Transnet National Ports Authority</b> <b>Carina MV Cable Network Replacement</b> <b>Section SUMMARY: Carina to Eastern Intake</b>		
SECTION	DESCRIPTION	AMOUNT (R)
A	PRELIMINARY & GENERAL	
B	ADMIN QUAY TO EASTERN INTAKE	
C	LIQUID PITCH TO SORTING YARD	
D	SORTING YARD to ARRIVALS YARD	
	<b>TOTAL (EXCL. 15% VAT)</b>	
	<b>VAT</b>	
	<b>TOTAL (INCL. 15% VAT)</b>	

Document reference	Title	No of page
C3.1	This cover page <i>Employer's Works Information</i>	3 78
	<b>Total number of pages</b>	<b>81</b>

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## Section 1

### 1 Description of the Works

#### 1.1 Executive overview

This document covers the scope of work for the replacement of cables in the Eastern area of the Port of Richards Bay. The cables have been in service for more than twenty-five (25) years and are now due for replacement.

This specification provides supply and installation requirements for the replacement of Low Voltage, Medium Voltage and Fibre optic cables in various locations between Carina, Eastern intake, Admin, Arrivals, Sorting Yard and Liquid Pitch substations, and associated Works.

The *works* that the *Contractor* is to perform *involve*:

The electrical *Contractor* provides all plant, materials, equipment, labour, and services necessary for the complete and efficient operation of the electrical installation in accordance with the intent of the specification. All equipment and material comply with the requirements and standards as described in this document.

#### 1.2 Employer's objectives

The *Employer's* intends to replace existing cables that have exceeded their service life. The cables form part of the Carina Medium Voltage (MV) network between Carina, Eastern intake, Admin, Arrivals, Sorting Yard and Liquid Pitch substations.

The *Employer's* objectives are:

Table 1: Deliverables

	Scope of Goods and Services Required		Qty	Response
D.1	Supply and install	240mm, 3 core, Copper, XLPE, graphite coated armored 11kV cable including terminations	4500m	
D.2		240mm, 3 core, Copper, XLPE, graphite coated armored 11kV cable joints	15	
D.3		4mm, 4 core, copper, SWA, PVC cable including terminations	4500m	
D.4		4mm, 4 core, copper, SWA, PVC cable	15	
D.5		144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armored cable	4500m	
D.6		144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armored cable splice	4	
D.6		12U Wall Mount 3CR12 powder coated Network Cabinet with 450mm Glass	5	

D.7		Concrete Cable Protection Slabs	See BOQ	
D.8		Concrete Cable Markers	See BOQ	
D.9		Danger Tape	See BOQ	
D.10		Installation Documentation		
D.3	Documentation of Supplied Equipment	Maintenance Documentation		
D.4		Operating Manual		
D.6		Technical Data Sheets		
D.7		Warranty Certificates (where applicable)		
D.8	Testing and Commissioning	Testing of all installed equipment.		
D.9		Commissioning of all installations on-site.		
D.10	Maintenance	Maintenance requirements by Bidder (at no cost)		

### 1.3 Terminology

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
AIA	Approved Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy



IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
LV	Low voltage
MV	Medium voltage
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
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
SCADA	Supervisory Control And Data Acquisition
TPT	Transnet Port Terminals
TNPA	Transnet National Ports Authority
TFR	Transnet Freight Rail
ISPS	International Ship and Port Facility Security
PSIRA	Private Security Industry Regulatory Authority.

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

2.1.1 The *Employer's* design for the *Works* is:

#### **Electrical:**

- a) The design of all concrete products (Cable protection slabs and cable markers)
- b) The selection of all Medium Voltage, Low Voltage and Fibre Optic cable associated with the *Works*.

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

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

All designs undertaken by the *Contractor* as per the below clauses are required to be endorsed by an ECSA Registered Professional Engineer/Professional Technologist suitably experienced in the relevant discipline.

2.2.1 The *Contractor* is to design the following parts of the *Works* and will be responsible in his design for the overall integration of the design of the works with the designs of the *Employer*.

- All supporting infrastructure required to implement all the *Employers'* designs. These may include but is not necessarily limited to cableways and cable support systems and the selection of fasteners and fastening systems for these items, where not specified, referenced, or detailed by the *Employer*.
- All and any equipment, formwork, and temporary work associated with the provision of the *Works*.

2.2.2 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*.

- The *Contractor* shall engage the services of ECSA registered Engineers and/or Technologists for all aspects of the *Works* for which the *Contractor* is to design as per Clauses 2.2.1 above.
- The *Contractor* shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa and the particular requirements, specifications, and regulations of the *Employer* pertaining to Health and Safety, Environment, Quality and Engineering.
- The *Contractor* shall be wholly accountable and responsible for the implementation of the aspects of his designs including commissioning, putting into service, and handover of his constructed designs to the *Employer*, and his duly appointed ECSA

registered Engineers shall be held accountable and responsible for these aspects of the *Works* for the lifetime duration of the *Works*.

- 2.2.3 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*.
- 2.2.4 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 2.2.5 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*.
- 2.2.6 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.
- 2.2.7 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- 2.2.8 The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the NEC Supervisor, the Employer's Engineer's and Professional team, the Employer's Health and Safety Officers, the Employer's Environmental Officers, the Employer's Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the Employer necessary for the provision of the *Works*.

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

- 2.3.1 The *Contractor's* design complies with the following:

All Statutes, Standards, Specifications, Policies, Conventions, Requirements as referenced in Clause 4 of this document and all Statutes, Standards, Specifications, Policies, Conventions, Requirements as referenced in any Annexures thereto.

## **2.4 Use of *Contractor's* design**

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

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

- a) All supporting infrastructure required to implement all of the *Employers'* high-level designs. These may include but is not necessarily limited to cableways, cable support systems and the selection of fasteners and fastening systems for these items, where not specified, referenced, or detailed by the *Employer*.
- b) All and any equipment, formwork, and temporary work associated with the provision of the *Works*.
- c) Concrete mix designs, descriptions, and properties.

## 2.5 Design of Equipment

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

- a) Any formwork required to Provide the *Works*
- b) Temporary electrically powered compressed air systems and pneumatic equipment that may be required to Provide the *Works*
- c) Small electrically powered equipment

2.5.2 The following principal Equipment categories deployed for the *Contractor* to Provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

- a) Temporary petrol- or diesel-powered compressed air systems and pneumatic equipment that may be required to Provide the *Works*
- b) Small petrol- or diesel-powered equipment
- c) Specialist Equipment required to Provide the *Works*
- d) Rigging platforms and specialised rigging Equipment that may be required by the *Contractor* to Provide the *Works*.
- e) All lighting designs where the *Contractor* has suggested alternative luminaires.

2.5.3 The design of Equipment is considered in terms of this contract as *Contractor's* design and any and all applicable requirements of 2.2, 2.3, 2.4, and 2.5 of these documents shall apply.

## 2.6 Equipment required to be included in the *Works*

2.6.1 Any shuttering/formwork that is left in-situ as required by the design of the *Works*, notwithstanding it be *Employer's* Design or *Contractor's* design, and necessary for the provision of the *Works*.

## 3 Construction

### 3.1 Temporary *Works*, Site services & construction constraints

3.1.1 The *Contractor* shall comply with the requirements of the *Employer* with regard to site entry, security control, permits, and site regulations.

3.1.1.1 The *Contractor* complies with the following requirements of the *Employer*:

- a) The *Contractor* shall attend all necessary Safety Inductions and ensure that all personnel engaged in the provision of the *Works* are inducted as directed by the *Project Manager*, NEC Supervisor.

- b) All work carried out on roadways or adjacent to railway lines shall require necessary permits or occupation.
    - The *Contractor* shall make arrangements for the Transnet official (TNPA manager) to arrange for the necessary permits or occupations with TFR or Richards Bay Municipality during the execution of the *Works*.
    - All personnel working adjacent to railway lines in shunting yards are required to daily advise the TFR Yard Master and indicate the time of entry, time of exit and the details of the work carried out.
  - c) The *Contractor* shall obtain access permits from the TNPA Permit Office before accessing the sites.
    - The *Contractor* shall obtain the relevant work permits from the *Employer's Project Manager* before performing any work.
  - d) The *Contractor* shall at all times comply with the Transnet E7/1 Safety Instructions "Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment" whilst providing the *Works*.
  - e) The Safety Inductions, Access Permits and Work Permits are part of this contract, and the *Contractor* shall make allowance for it in his *Price* and *Programme*.
  - f) The *Contractor* shall ensure that all relevant safety inductions and access permits are obtained well before the Site Access Date as reflected in the Contract Data.
- 3.1.1.2 The Port of Richards Bay is a designated Security Area under the ISPS requirement, and in terms of this, all access into the Port area will be strictly controlled. Compliance to these security requirements, including labour transport and access requirements.
- 3.1.1.3 The *Contractor* is also required to obtain the relevant permits for his Sub-*Contractors* and all suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, suppliers, and Sub- *Contractors*, and is to nominate a single person to liaise with the relevant port and terminal authorities.
- 3.1.2** Restrictions to access on Site, roads, walkways and barricades
- 3.1.2.1 Access route to the Port
- 3.1.2.1.1 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.
- 3.1.2.1.2 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*.
- 3.1.2.1.3 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*.

3.1.2.1.4 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.

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

3.1.2.2 Barricades and fencing around sites

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

3.1.2.2.2 The *Contractor* shall ensure that his site office where equipment may be stored, prepared or refurbished has an access gate that is manned 24hrs a day for the duration of the *Works* and over any builder's breaks, by a Security Provider acceptable to the *Project Manager* and registered with the PSIRA and the *Contractor* shall make allowance for it in his *Price* and *Programme*.

3.1.2.3 Restrictions to access on Site/s

- The *Contractor* is prohibited from entering the *Employer's* Operational Areas, unless authorised to do so.
- 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 that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction areas.

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

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

3.1.3.2 The *Contractor* complies with a nine (9) hour a day, five (5) day a week standard workday/week for all activities to be undertaken by his people (including Sub-*Contractors*) employed on site.

3.1.3.3 Work times (i.e., start and end times within a standard work day) shall be as mutually agreed with the *Project Manager*.

3.1.3.4 In the event that the *Contractor* requests to work overtime to make up for time lost due to his own delays, the *Contractor* will be liable for the supervision cost required from the *Employer's* team during the *Works*.

3.1.3.5 The *Contractor* keeps daily records of his 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

3.1.3.6 Minimum requirements of people employed on the Site are as follows:



- South African identity document or passport/ visa and work permit for foreign nationals;
- Employment of local labour only for unskilled and semi-skilled job categories as per PIRPMP;
- Secondment of skilled core/ permanent employees if skills are not locally available;
- Pre-employment medical examinations; and
- Induction in IR matters and conditions of employment on the Project.

3.1.3.7 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

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

3.1.4.1 The *Contractor* is referred to the Health and Safety specifications.

3.1.4.2 The *Contractor* complies with the requirements stated under paragraph entitled "Safety Risk Management" of the *Employer's Works* Information.

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

3.1.5.1 The *Contractor* is referred to the Standard Environmental Specifications and Construction environmental management plan as contained in the List of Annexures.

3.1.5.2 The *Contractor* complies with the CEMP, SES and PES in the construction of the *Works*, all as described under paragraph "Environmental constraints and management" of the *Employer's Works* Information.

### **3.1.6 Title to Materials from demolition and excavation**

3.1.6.1 The *Contractor* has no title to any materials arising from excavation and demolition in the performance of the *Works* with title to such materials remaining with the *Employer*. The *Contractor* informs the *Project Manager* immediately upon encountering any such materials who shall then instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1

### **3.1.7 Cooperating with and obtaining acceptance of Others**

3.1.7.1 The *Contractor* performs the *Works* and co-operates with:

3.1.7.1.1 The *Employer* (including the agents of the *Employer*) who operate on Site during the entire duration of the Contract period.

3.1.7.1.2 The TNPA manager and agents of the TNPA Permit Office, as directed by the *Project Manager*, who operate on Site during the entire duration of the Contract period.

3.1.7.1.3 Of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

### **3.1.8 Publicity and progress photographs**

- 3.1.8.1 The *Contractor* shall obtain the permission and approval of the *Project Manager* before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public.
- 3.1.8.2 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.8.3 The *Contractor* provides a notice board showing the *Employer's* details, The *Project Manager's* details and the *Contractor's* details at the various Sites.
- 3.1.8.4 The *Contractor* shall submit the graphic design and the structural support designs of the notice board to the *Project Manager* for acceptance before fabricating or erecting it.
- 3.1.8.5 The *Contractor* provides progress photographs at monthly intervals in digital format as part of the *Contractor's* monthly programme narrative report. The photos shall include detailed, close-up photos of construction activities.

### **3.1.9 Contractor's Equipment**

- 3.1.9.1 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.
- 3.1.9.2 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:
  - 3.1.9.2.1 Equipment used by the *Contractor* to Provide the *Works* shall be assembled and disassembled within the *Contractor's* Work Area and Site boundaries or lay-down areas as authorised by the *Project Manager*.
  - 3.1.9.2.2 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.
  - 3.1.9.2.3 All and any equipment used by the *Contractor* for the provision of the *Works* shall comply to the *Employer's* SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the *Project Manager* in liaison with the *Employer's* Engineers or the *Employers* Consultants.

### **3.1.10 Equipment provided by the Employer**

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

### **3.1.11 Site services and facilities:**

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

- 3.1.11.1 For the duration of the Contract, the *Project Manager* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores and other *Contractor's* Equipment.
- 3.1.11.2 The locations of the site camp/lay down area will be identified on the site brief. The *Contractor* may establish a site camp anywhere within the boundary of this area that does not impede the provision of the *works*.
- 3.1.11.3 The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates.



- 3.1.11.4 All preparation and fencing, etc. shall be done by the *Contractor* and shall be allowed for in his Price, this includes clearing away and leaving clean and clear at Completion.
- 3.1.11.5 The *Contractor* shall provide everything else necessary for providing the *works*.

**3.1.12** Connections to services for *Contractor's* use:

- 3.1.12.1 The *Contractor* shall conduct a condition assessment on the available connections to ascertain the suitability of the Contract, all associated costs will be for the *Contractor's* account.
- 3.1.12.2 The *Contractor* shall provide everything necessary for providing the Works in accordance with this contract and attached Annexures.

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

**3.1.14** Facilities provided by the *Contractor*:

- 3.1.14.1 The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- 3.1.14.2 All costs for preparation of the site establishment area are to be allowed for in the *Contractor's* Price.
- 3.1.14.3 The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- 3.1.14.4 The *Contractor* installs a metering device, which is acceptable to the *Project Manager* and the *Employer's* Engineers, immediately downstream at each of the *Employer's* connections (if applicable in the context of this contract) from where he draws services. The *Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.
- 3.1.14.5 The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are included in Price.
- 3.1.14.6 The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.
- 3.1.14.7 The *Supervisor* (or his nominated representative) conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be unsafe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the *Contractor* rectifies all defaults.

- 3.1.14.8 The *Contractor* shall be responsible for providing water and power for all other Working Areas where not provided by *Employer*.
- 3.1.14.9 The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- 3.1.14.10 The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the *works*.
- 3.1.14.11 Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- 3.1.14.12 The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- 3.1.14.13 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.14.14 Upon *Completion* the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- 3.1.14.15 No excess or discarded materials or equipment may be buried or dumped within the Port boundary. Waste to be disposed at a registered landfill site, proof of safe disposal must be obtained.
- 3.1.14.16 Demolition of all temporary structures, surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- 3.1.14.17 The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- 3.1.14.18 No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to Site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- 3.1.14.19 Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 3.1.14.20 The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets.
- 3.1.14.21 The *Contractor* shall provide a suitably sized construction power supply by means of either municipal supply, or Generation Plant equipment, as required.

3.1.14.21.1 The *Contractor* shall be wholly responsible for the provision of this power supply and shall make all the necessary arrangements for the supply, and the maintenance of the supply for the duration of the *Works*.

**3.1.15** The *Contractor* shall provide the following facilities for the *Project Manager* and *Supervisor*:

3.1.15.1 Furnished air-conditioned offices. (2No in accordance with SANS 12200A 8.3.2.1a)

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

**3.1.17** Unless explicitly stated as a responsibility of the *Employer*, Site services and facilities, Connections to Services for *Contractors'* use and all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

**3.1.18** Existing premises, inspection of adjoining properties and checking work of Others

3.1.18.1 The *Contractor* will be held responsible for any damage to the existing structures and surfacing caused by the *Contractor* during the execution of this contract; fair wear and tear excluded and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *Works*.

3.1.18.2 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.

3.1.18.3 The *Contractor* is required to forward a photographic report following the inspection to the *Project Manager* for record purposes.

**3.1.19** The *Contractor* inspects and surveys following areas adjacent to the Site in accordance with this *Works Information* and in conjunction with the *Project Manager*:

3.1.19.1 The access road and parking areas used exclusively by the *Contractor* and the *Employers'* Personnel involved in the provision of the *Works* or the administering of the contract. Access roads that are used by both the *Contractor* and TNPA for their operations are excluded from this requirement.

3.1.19.2 A perimeter extending 1.0m beyond the demarcated and fenced off Site Area.

**3.1.20** Survey control and setting out of the *Works*

The *Employer* provides the following information and survey controls for the *Contractor*:

3.1.20.1.1 Survey control points for the setting out of the *Works*. The *Contractor* will be responsible for the setting out of the *Works*.

3.1.20.1.2 The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and presents this to the *Project Manager* for acceptance.

### **3.1.21** Excavations and associated water control

3.1.21.1 The *Contractor* complies with the following requirements:

3.1.21.1.1 Where applicable, the *Contractor* protects all excavations against any water ingress whether by seepage, rains, storms, floods or any other means.

3.1.21.1.2 Where applicable, the *Contractor* immediately removes any water found in the excavation by pumping and / or bailing and provides all necessary Equipment (pumps, pipes, etc.) to do so.

3.1.21.1.3 Water may not be pumped to a watercourse, estuary, river or into the bay.

3.1.21.1.4 Shallow ground water may be encountered in the excavations. Where this occurs, the *Contractor* is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of conditions of the Water-use License which authorizes only the discharge of groundwater to the Delkor Treatment Plant located within the Port of Richards Bay. It must be ensured that the dewatering equipment is fitted with self-registering flow meters at accessible positions near dewatering points. The quantity of water removed from underground must be recorded daily and records thereof must be kept in the environmental file.

3.1.21.1.5 Water is cleared in such a way that it cannot seep or flow back into the excavations.

3.1.21.1.6 The *Contractor* shall install shoring where necessary, and in all deep excavations to ensure that the sides of the excavation does not collapse.

3.1.21.1.7 The *Contractor* shall comply with the *Employer's TIMS* policy in all respects for the Provision of the *Works* involving deep excavations.

3.1.21.2 All activities related to excavations and water control forms part of this contract, and the *Contractor* shall make allowance for these activities in his Price and Programme.

### **3.1.22** Underground services, other existing services, cable and pipe trenches and covers

3.1.22.1 Where the *Contractor* encounters existing underground services or existing service cables, the *Contractor* undertakes the following:

3.1.22.1.1 The *Contractor* is required to liaise with the *Project Manager*, and the *Supervisor* and the *Employer's Engineers*, and establish as accurately as possible the location of the various existing services situated within the Work Area and record all such information on a suitable "marked-up" drawing for reference at all times.

3.1.22.1.2 In addition to the above, the *Contractor* shall consult the *Project Manager*, the *Supervisor* and the *Employer's Engineers*, prior to undertaking any excavation work.

3.1.22.1.3 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* is to notify the *Project Manager*, the *Supervisor* and the *Employers Engineers*.

- 3.1.22.1.4 Where the encountered services are causing a delay in the provision of the *Works*, the *Contractor* shall approach the *Project Manager*, the *Supervisor* and the *Employer's* Engineers for a decision by submitting a Field Engineering Query (FEQ), including his recommendations.
- 3.1.22.1.5 The *Contractor* shall then provide the solution described in the answered FEQ.
- 3.1.22.1.6 The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation *Works* and any *Works* as may be directed by the *Project Manager* to avoid damage or disruption to existing services.
- 3.1.22.1.7 The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- 3.1.22.1.8 The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches.
- 3.1.22.1.9 A group of cables intersecting or adjoining a trench will be regarded as one service.
- 3.1.22.1.10 The existing services shall be protected when excavating.
- 3.1.22.1.11 The costs of protecting these services shall be included in the rates for excavation and compaction.
- 3.1.22.1.12 All existing services shall be treated as in service and "live". All necessary Safety Instructions of the *Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.
- 3.1.22.1.13 In the case of electrical services, the *Contractor* shall trace, locate and identify all cables within the service and record the information as per this *Works* Information above.
- 3.1.22.1.14 The *Contractor* shall also comply with all of the relevant *Employer's* Specifications in Section 4 below and any annexed thereto in the reinstatement of the services

### **3.1.23** Control of noise, dust, water and waste

- 3.1.23.1 The *Contractor* complies with the following:
- 3.1.23.1.1 Before moving Equipment onto the Site and Working Areas and commencing the *Works*, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise and vibration for acceptance by the *Project Manager*.
- 3.1.23.1.2 The *Contractor* shall comply with the requirements of "Environmental constraints and management" of Section C3.1 *Employer's Works* Information.
- 3.1.23.1.3 The *Contractor* shall comply with the requirements of "Safety risk management" of Section C3.1 *Employer's Works* Information.
- 3.1.23.2 The *Contractor* is to provide dust suppression as per the CEMP, PES and SES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

### **3.1.24** Sequences of construction or installation

- 3.1.24.1 The *Contractor* complies with the following:



3.1.24.1.1 The *Contractor* is hereby informed of the requirements of maintaining the continuity of supply to the Port of Richards Bay and is required to arrange and sequence his *Works* so as to ensure that there is no disruption to the Port.

3.1.24.1.2 Should it be impossible to avoid a disruption as described in (a.1) above, the *Contractor* shall notify the *Project Manager*, *Supervisor* and the *Employers* Engineers 21 days before the anticipated disruption and request authorization to commence with the aspect of the *Works* that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.

### **3.1.25** Giving notice of work to be covered up

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

3.1.25.2 The *Contractor* shall not cover the *Works* without the authorization of the *Supervisor*.

3.1.25.3 The *Contractor* shall make the *Project Manager* and *Supervisor* aware of any tests and inspections required by the *Employer's* Quality Management Procedures. Notification of required test and/or the *Employers* Engineers inspections to be given 48 (forty-eight) hours in advance.

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

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

3.2.1.1 On or before the Completion Date or Sectional Completion Date, the *Contractor* shall have done everything required to Provide the *Works* including removal of his establishment and equipment from the respective sites but excluding the work listed below which may be done after the Completion Date but in any case, before the dates stated.

3.2.1.2 The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	30 days after Completion

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

3.2.2.1 The *Contractor* shall not be permitted to carry out any *works* after Completion has been certified.

### **3.2.3** Use of the *Works* before Completion has been certified

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

3.2.3.1.1 All Cable, Switchgear, Protection relays, Control Systems Plant and Software or any other Electrical Plant installed by the *Contractor* so that the *Employer* may maintain

the functionality of systems and existing Plant that is required by the *Employer* to conduct the *Employer's* operational activities, and the operational activities of TNPA.

- 3.2.3.1.2 All Cable or any other Electrical equipment installed by the *Contractor* so that the *Employer* may maintain the continuity of the Electrical Supply to the lighting in the Port of Richards Bay.

### **3.2.4** Materials facilities and samples for tests and inspections

- 3.2.4.1 The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the *Works*, as per ECC Clause 40.2:

- 3.2.4.1.1 The *Contractor* is required to provide all materials, facilities and samples for any tests required in Section 4 Plant and Material Standards and Workmanship below.

- 3.2.4.1.2 The *Contractor* shall furnish samples of any Plant and Materials that is other than, or different to, that specified by the *Employer's* Engineers, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employers* Engineers.

- 3.2.4.1.3 The *Contractor* shall furnish samples of any Plant and Materials that is other than, or different to, that required by the *Employer's* Engineering Specifications, that shall be utilised in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employer's* Engineers.

- 3.2.4.1.4 The *Contractor* shall furnish samples of any Plant and Materials that is proposed to be used in the *Contractor's* Designs, to the *Supervisor* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant and Materials without the required prior authorization from the *Employer's* Engineers.

- 3.2.4.2 Samples, tests and inspections required of the *Contractor*, shall be as specified in Section 4 of C3.1 or any other standards, specifications or statutory requirements referred to therein or annexed thereto.

- 3.2.4.3 The *Contractor* shall give notice to the *Supervisor* of the required inspection not less than 48 hours before the inspection is required.

- 3.2.4.4 The *Employer* will not provide any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

### **3.2.5** Take over procedures

- 3.2.5.1 The *Contractor* provides the following assistance to the *Employer*:

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

- 3.2.5.1.2 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the completed *Works* for Electrical, General Layouts and Detail Drawings to present to the *Employer*.

- 3.2.5.1.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals that represent the completed *Works* for Electrical, General Layouts and Detail Drawings on take-over or Completion.

- 3.2.5.1.4 Where the *Contractor* has presented Maintenance and Operating Manuals that represent the Lighting, Switchgear, Services and systems (lighting control systems) that reflect the status of the completed *Works* for Electrical, General Layouts and

Detail Drawings to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

**3.2.6** Access given by the *Employer* for correction of Defects

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

3.2.6.1.1 Access into areas already handed over by the *Contractor* for correction of any defect shall be subject to the approval of Port's Operations, and these times shall be communicated to the *Contractor* by the *Project Manager*.

3.2.6.1.2 The areas required by the *Contractor* will need to be temporarily barricaded by the *Contractor* before the *Contractor* commences with any corrective work.

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

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

**3.2.8** Tests and grading

3.2.8.1 The *Contractor* performs the following tests and grading after the installation of the *Works*.

3.2.8.1.1 The *Contractor* shall be required to test all cables in the presence of the *Employer's* Engineers. The Medium Voltage cables shall be VLF tested.

## **4 Plant and Materials Standards and Workmanship**

### **4.1 Plant and Materials**

**4.1.1** The *Contractor* provides Plant and Materials for inclusion in the *Works* in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

**4.1.2** The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

**4.1.3** No Plant or Materials will be provided "free issue" by the *Employer*



**4.1.4** The *Contractor* provides all Plant and Materials necessary for the *Works*.

**4.1.5** The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *Works*.

## **4.2 Investigation, Survey and Site Clearance**

**4.2.1** The *Contractor* will be responsible for setting out the *Works*.

**4.2.2** The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

**4.2.3** Prior to commencing the *Works* the *Contractor* records any defects or inaccuracies related to the existing structures, paving, etc. and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the *Works* and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

## **4.3 Civil Engineering**

### **4.3.1 Standard Specifications applicable to the *Works***

4.3.1.1 The SANS 1200 Series of Specifications are applicable to all Civil Engineering and Structural *Works* associated with this contract. The following interpretations and meanings shall apply:

4.3.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

4.3.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph "Civil Engineering" of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC3 Clause 17.1.

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

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

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

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

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

- 4.3.1.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to *Works* Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.1.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.1.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment are in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.3.1.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with relevant paragraphs of C3.1 *Employer's Works* Information.
- 4.3.1.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.3.1.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S* OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within C3.1 *Employer's Works* Information.
- 4.3.1.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with relevant paragraphs of C3.1 *Employer's Works* Information.
- 4.3.1.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression "specification" is used, read "*Works* Information".
- 4.3.1.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works* Information and in any case and at all times consistent with the *conditions of contract*.

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

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

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

4.3.1.16

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

## 4.3.2 General Civil Works

### Scope of work

4.3.2.1.1 The *Contractor* shall construct all Civil works including excavations and works to hardstand areas where required in accordance with this section and all other relevant Standards and Specifications even though not necessarily explicitly mentioned herein.

SANS 1200 DA - Earthworks (small works)

SANS 1200 DB - Earthworks (trenches)

### Existing services

4.3.2.1.2 Existing services including raw and potable water supply, electrical, communication, storm water and sewer infrastructure. The *Contractor* will be required to prove services prior to the *Works*. The *Contractor* shall take the necessary precautions to ensure that the services are not damaged.

4.3.2.1.3 The majority of the construction are in "brownfields" areas.

4.3.2.1.4 As soon as any underground service not shown on the drawings is discovered, it shall be brought to the attention of the *Supervisor*. The *Contractor* must in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

4.3.2.1.5 The *Contractor* shall be held responsible for any damage to known services (i.e. services that are within the site of the *Works* and are shown on the drawing) and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor* and the cost of repair shall be borne by the *Contractor*. The *Contractor* shall not repair any such

service unless he is instructed to do so. Costs of repairs will be for the *Contractor's* account.

#### 4.3.3 Site Clearance, Earthworks & Layer works

##### Scope of work

4.3.3.1.1 The *works* for the site clearance, earthworks and layer works where the *Contractor* is required to trench and lay sleeves etc. according to the Works Information, includes the following:

- Clearing of site.
- Exposing of existing services where required.
- The *Contractor* to make good of the site as it was before they did any construction or site works, including disturbed layer works
- Construction of kerbs, fillet and channels where disturbed by the *Contractor*.
- Grassing and final landscaping where the *Contractor* has disturbed existing greenery.
- Concrete encasement, where required
- Directional drilling where indicated.
- And any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the works.

4.3.3.1.2 All haul within the site boundary shall be treated as free haul.

##### Supporting Specifications

SANS 1200 MM	Ancillary roadworks
SANS 1200 MH	Asphalt surfacing
SANS 1200 LB	Bedding
SANS 1200 MF	Base
SANS 1200 LC	Cable Ducts
SANS 1200 D	Earthworks
SANS 1200 DM	Earthworks (roads, sub grade)
SANS 1200 MK	Kerbing and Channelling
SANS 1200 LG	Pipe Jacking
SANS 1200 M	Roads General
SANS 1200 MJ	Segmented paving
SANS 1200 C	Site Clearance
SANS 1200 ME	Subbase

##### Earthworks (SANS 1200D)

- 4.3.3.1.2.1 the materials excavated will not be classified for the purposes of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

#### **4.3.3.1.3 Spoil site**

- 4.3.3.1.3.1 All excess material shall be spoiled off site in an approved landfill site and proof of safe disposal shall be submitted to the *Project Manager* obtained by the *Contractor*. The *Contractor* is to allow for everything necessary to load, haul, tip, and spread and compact if necessary. Spoiling on Transnet property shall not be permitted unless a specific authority is obtained in writing. The *Contractor* shall provide written confirmation that permission has been obtained from the operator /owner of the spoil site that they have accepted the material and all obligations in regarding to the spoiling of material has been met.
- 4.3.3.1.3.2 Where hazardous or contaminated material needs to be spoiled, the *Contractor* shall do so at an approved disposal site. The *Contractor* shall be responsible for receipt of a spoil certificate from the spoil site, which he shall copy to the *Project Manager and to be kept in the Contractor environment file*.
- 4.3.3.1.3.3 The *Contractor* shall indemnify the *Employer* against any claims resulting from the execution of the works regarding spoiling of materials.

#### **4.3.3.1.4 Exposing existing services**

- 4.3.3.1.4.1 A multitude of services are known to exist over the whole area of the works and based on the information available general layout plan indicating services have been prepared. Prior to commencing work in any area, the *Contractor* shall consult the *Project Manager* in regard to the location of services and shall assist him when required in locating the exact position and depths of services by means of proof trenching. The location and depth of all services discovered by the foregoing investigations shall be recorded and plotted by the *Contractor* on an "as-built" copy of the services plan.
- 4.3.3.1.4.2 The *Contractor* shall assist when required in alterations to services by providing labour, Plant and material and shall carry out the necessary work as instructed by the *Project Manager*.
- 4.3.3.1.4.3 Responsibility for protection of all known services shall rest solely with the *Contractor* and he shall bear all costs, which may arise as a result of any damage which he may cause to such services, or which may arise as a result of his operations.

#### 4.3.3.1.5 Excavation

- 4.3.3.1.5.1** The *Contractor* is required to excavate the site area to levels as indicated in the design drawings. Where the required cover is insufficient, concrete encasement may be required.
- 4.3.3.1.5.2 The nature of the material to be excavated on Site is as per the Site Information.
- 4.3.3.1.5.3 For the purposes of uplifting of underground services, should they be encountered, a trench width of 1m shall be used.
- 4.3.3.1.5.4 Excavations below about 1.0 metre depth will generally be unstable – as such, allowance should be made for temporary lateral support.

#### 4.3.3.1.6 Materials

##### Disposal of Material

- All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump and a list of TNPA waste service providers will be provided to the *Contractor*. *Contractor* to use only the approved TNPA waste services providers and waste to be disposed at a registered landfill site. The haulage, dump costs and any levies etc. shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.

##### Imported Backfill material

- Backfill material shall be selected from the commercial sources and placed in 100 – 200mm layers (or as specified by the engineer). No clay shall be used as backfill. The *Contractor* to use a registered quarry and the permit must be obtained and valid.

#### 4.3.3.1.7 Directional drilling

Where indicated in the design drawings, directional drilling is to be undertaken to route cables crossing existing infrastructure such as roads or rail lines. The *Contractor* shall comply with Rail Safety Regulator and obtain a permit prior to work undertaken. The *Contractor* shall communicate with the *Project Manager* in terms of the requirements

### 4.4 Electrical Engineering Works

#### 4.4.1 Scope of work

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

- a. The supply, delivery and installation of cabling and terminations, to associated infrastructure.
- b. Test and commission the entire installation and hand over to the Employer.

#### 4.4.2 General

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

#### 4.4.3 Standard of work, Plant & Materials

- 4.5.3.1 The electrical installation shall conform to TNPA's Technical Specification for medium and low voltage cables and the requirements of the latest edition and amendments of SANS 10142 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
- 4.5.3.2 All Plant and Material used shall be of minimum SANS approved and all the work shall be carried by qualified and experienced electricians and qualified staff, working under proper supervision by experienced and competent officers.
- 4.5.3.3 All Plant and Material shall also comply with the relevant National or International standard specification.

#### 4.4.4 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.

TPD-003-CABLESPEC	Technical specification for medium and low voltage cables
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E7/1 (July 1998)	Specification For Works On, Over, Under Or Adjacent To Railway Lines And Near High Voltage Equipment
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#### 4.4.5 Service Conditions

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

##### 4.4.5.1 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: Severe, with a maximum lightning ground flash density of 11 flashes per km<sup>2</sup> per annum.
- Lightning conditions: Salt laden and corrosive industrial Chemical and dust nature. Frequent Heavy rains driven by wind reaching Speed of 100Km/h and above.

#### 4.4.6 Lightning Conditions

All Plant and Material offered shall be rated to withstand the following conditions:

- Current: The peak lightning current and its rate of rise of rise Shall be regarded as severe when IMAX = 200kA.
- Voltage: The highest cloud potential shall be assumed to be More than 100MV, where;  $Q = CV$ , where Q is Assumed at 100C and C to be 10<sup>-7</sup>

#### 4.4.7 Normative References

##### 4.4.7.1 Medium Voltage (MV) Cable



The following South African and International specifications are relevant to this section.

Specification	Title
NRS 012	Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2 kV and up to and including 36 kV.
NRS 053	Accessories for medium-voltage power cables (3,8/6,6 kV to 19/33 kV).
NRS 075	Mechanical torque shear connectors.
IEC 60853-1	Calculation of the cyclic and emergency current rating of cables. Part 1: Cyclic rating factor for cables up to and including 18/30 (36) kV
SANS 10198-4	The selection, handling, and installation of electric power cables of rating not exceeding 33kV – Part 4 Current ratings.
SANS 10198-12	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV — Part 12 Installation of earthing system.
SANS 1339	Electric cables – Cross-linked polyethylene (XLPE) – insulated cables for voltages from 3,8/6,6 kV to 19/33 kV.
SANS 97	Electric cables – Impregnated-paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV up to 19/33 kV.

- a) Medium voltage cables shall comply with NRS 013 Edition 3, SANS 97 and SANS 1339 and the requirements of this specification.
- b) All cables supplied must have proof of accreditation with a SABS mark.
- c) All cables must be supplied with copper conductors.
- d) All cables are to have water blocking.
- e) The outer sheath shall comprise an extruded layer of black flame retardant PVC type S2 in accordance with SANS 1411-2. The outer sheath shall be ultraviolet (UV) radiation stabilised.
- f) All MV cabling is to be terminated via either an applicable indoor or outdoor XLPE termination, depending on application and suitably rated for the service voltage to be applied. Only highly skilled and accredited persons shall undertake the terminations of the cables. Experience of cable terminations shall be provided to the Engineer.
- g) No joints are allowed in any section of MV cable within the substation yard.
- h) Where 3-core cables are installed, care must be taken to ensure that inadvertent crossing of the phase tails (conductor cores) at the termination “break-out” points are avoided.
- i) Single core cables are to be installed in trefoil formation and the phases sequencing within adjacent trefoil groups are to be swapped to equalise mutual inductance.
- j) All trefoil groups of cables shall be clamped at intervals not exceeding 1000mm.
- k) Single-core cables shall be connected at the equipment connection point using mechanical torque shear lugs in accordance with NRS 075 with M16 fixing holes.
- l) Adhere to manufacturer’s recommended bending radius and not to the minimum bending radius.
- m) Unless otherwise stated in detailed installation drawings, MV cables shall be buried as per TPD-003-CABLESPEC.

- n) Classification of material for excavation shall be in accordance with SANS 1200-part DA (small works).
- o) If the excavated material is unsuitable for bedding, then imported material must be used
- p) Unless otherwise stated in detailed installation drawings, groups of MV cables shall not be closer than 300mm from each other.
- q) All terminations to be of the heat shrink type.
- r) The terminations at the transformers and indoor switchgear are to be covered with electrical putty and then finished with 3 layers of Scotch 23 electrical tape.
- s) It is recommended that the phasing be tested before the final coverings are placed over the connections, to avoid having to redo the work.
- t) All MV power cables are to be labeled at their termination points via a punched or engraved brass tags strapped to the cable, with a 7mm font size.
- u) All outdoor cabling installed vertically shall either be supported by the equipment to which it is connected, or via a standard steel cable-end support, with adjustable polypropylene cable clamps being employed for both options.
- v) Concrete markers are to be installed on the surface of the yard and/or ground for all cable route direction changes and at intervals not exceeding 20m for straight runs.
- w) The MV cables shall enter the substation buildings via cable trenches or sleeves. The incoming cables shall be routed via cable trays to align with the Incoming circuit breakers for the cable terminations.
- x) All cables must be pressure tested using a low frequency VLF tester, with automatic discharging, before energisation.

#### 4.4.7.2 Low Voltage (LV) Cable

The following South African and International specifications are relevant to this section.

Specification	Title
SANS 1507-3	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V)
SANS 10142-1	The wiring of premises – Part 1: Low-voltage installations (Edition 3: 2020)
SANS 10198-4	The selection, handling, and installation of electric power cables of rating not exceeding 33kV – Part 4 Current ratings.
SANS 10198-12	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV — Part 12 Installation of earthing system.

- a) All cables to bear the SABS mark.
- b) All power cables shall be 4 core PVC insulated, PVC bedded, steel wired armoured, PV sheathed 600/100V cables, manufactured to SANS 1507-3.
- c) All control cables shall be multi-core PVC insulated, PVC bedded, steel wired armoured, PV sheathed 600/100V cables, manufactured to SANS 1507-3.
- d) All steel wire armouring to be galvanised.

- e) PVC outer sheathing to be ultraviolet radiation stabilised.
- f) Cables to be flame retardant.
- g) All LV cables shall have copper stranded conductors.
- h) All 4-core power cables to be colour coded as Red, White, Blue and Black (Neutral).
- i) All multi-core control cables shall be grey, and cores individually numbered from 1 upwards.
- j) Adhere to the requirements of SANS 10198, SANS 10142 and those of the cable manufacturer.
- k) Classification of material for excavation shall be in accordance with SANS 1200-part DA (small works).
- l) Unless otherwise stated in detailed installation drawings, cables are to be buried as per TPD-003-CABLESPEC.
- m) In buried conditions, LV cables are to be separated from each other by 150mm.
- n) Joints, if necessary, are to be made using cast resin kits, or LV heat shrink where specified. No joints are allowed in multi-core cables.
- o) Cables are to be made off using nickel plated brass glands, completed with shrouds.
- p) All cables must be tested prior to energisation, in accordance with SANS 1507.

#### 4.4.7.3 Fibre Optic Cable

The following South African and International specifications are relevant to this section.

NRS 081	Single-mode non-dispersion shifted optical fibres
NRS 088	Duct and Direct-Buried Underground Fibre-Optic Cable

- a) All fibre optic cables to bear the SABS mark and comply with NRS 081.
- b) All fibre optic cables shall be 144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) steel wired armoured cables.
- c) Single-mode fibres shall be manufactured in accordance with NRS 081.
- d) All steel wire armouring to be galvanized and in accordance with SANS 1411-6.
- e) Outer sheathing to be ultraviolet radiation stabilised.
- f) Cables to be flame retardant.
- g) The cross-section of the cable shall be circular.
- h) The fibres shall be marked by a coloured coating with up to 12 different colours in accordance with TIA 598-C.
- i) Classification of material for excavation shall be in accordance with SANS 1200-part DA (small works).
- j) Unless otherwise stated in detailed installation drawings, cables are to be buried as per TPD-003-CABLESPEC.
- k) All materials used within the cable shall be non-toxic and dermatologically safe
- l) Splicing, if necessary, are to be made using approved cable manufacturer kits.
- m) The cable shall comply with the requirements of test method F5Bin SANS 60794-1-2.

#### 4.4.8 Medium Voltage (MV) Cable Installation

- a) The *Contractor* shall carry out the required trench work and area preparation for the installation of new cables as shown in drawings XRB.E.0022-000-C-LA-0000-01, XRB.E.0022-000-C-LA-0001-01, XRB.E.0022-000-C-LA-0001-02 and XRB.E.0022-000-C-LA-0001-03.
- b) The *Contractor* shall supply, deliver and install 160mm PVC sleeve pipe across roadways using directional drilling, for preparation for installation of new cables as shown in drawing XRB.E.0022-000-C-LA-0001-01, XRB.E.0022-000-C-LA-0001-02 and XRB.E.0022-000-C-LA-0001-03.
- c) The *Contractor* shall supply, deliver, offload and install graphite coated, 240mm<sup>2</sup> 3-core, XLPE insulated, SWA, medium voltage cable 6.35/11kV copper cables from Admin Quay Substation to Eastern Intake Substation as shown in drawing XRB.E.0022-000-C-LA-0001-02 and XRB.E.0022-000-C-LA-0001-03. The *Contractor* shall supply, deliver, offload, install 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V PVC cable and 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) armoured cable adjacent the medium voltage cable. The *Contractor* shall install cable joints and test the cables (medium voltage cables shall be VLF tested). All cable joints shall be SANS compliant. The *Contractor* shall install soft bedding sand, cable protection slabs, danger tape and cable markers in accordance with TPD-003-CABLESPEC. The *Contractor* shall backfill trenches on completion of the *Works* and reinstate layer works.

The *Contractor* shall arrange seven days prior to the required date with the Richards Bay TNPA Electrical maintenance department, to provide the required switching and isolation at Eastern Intake and Admin Quay Substations (Refer to drawing number XRB.E.0022-000-E-SLD-0001-01, Carina MV Switching diagram). The *Contractor* shall disconnect the existing 11kV, 3-core, medium voltage cable from switch C06 in Eastern Intake Substation and terminate the new Medium Voltage cable onto switch C06 in Eastern Intake Substation. The *Contractor* shall, disconnect the existing 11kV, 3-core, medium voltage cable from switch C07 in Admin Quay Substation and terminate on the new Medium Voltage cable on switch C07 in Admin Quay Substation. Termination kits and cable joints shall comply with SANS and TPD-003-CABLESPEC. The 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V PVC cable shall be terminated onto differential protection relays on switch C06 in Eastern Intake Substation and switch C07 in Admin Quay Substation. The 144 core, 9µm/125µm, Single Mode Fibre Optic (SMFO) armoured cable shall be installed and terminated to a 24U wall mounted network cabinet in Eastern Intake and Admin Quay Substations.

- d) The *Contractor* shall supply, deliver, offload and install graphite coated, 240mm<sup>2</sup> 3-core, XLPE insulated, SWA, medium voltage cable 6.35/11kV copper cables from Sorting Yard to Arrivals Yard Substation as shown in drawing XRB.E.0022-000-C-LA-0001-01. The *Contractor* shall supply, deliver, offload, install 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V

PVC cable and 144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armoured cable adjacent the medium voltage cable. The *Contractor* shall install cable joints and test the cables (medium voltage cables shall be VLF tested). All cable joints shall be SANS compliant. The *Contractor* shall install soft bedding sand, cable protection slabs, danger tape and cable markers in accordance with TPD-003-CABLESPEC. The *Contractor* shall backfill trenches on completion of the *Works* and reinstate layer works.

The *Contractor* shall arrange seven days prior to the required date with the Richards Bay TNPA Electrical maintenance department, to provide the required switching and isolation at Sorting Yard and Arrivals Yard Substations (Refer to drawing number XRB.E.0022-000-E-SLD-0001-01, Carina MV Switching diagram). The *Contractor* shall disconnect the existing 11kV, 3-core, medium voltage cable from switch C02 in Sorting Yard Substation and terminate the new Medium Voltage cable onto switch C02 in Sorting Yard Substation. The *Contractor* shall, disconnect the existing 11kV, 3-core, medium voltage cable from switch F12 in Arrivals Yard Substation and terminate on the new Medium Voltage cable on switch F12 in Arrivals Yard Substation. Termination kits and cable joints shall comply with SANS and TPD-003-CABLESPEC. The 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V PVC cable shall be terminated onto differential protection relays on switch C02 in Sorting Yard Substation and switch F12 in Arrivals Yard Substation. The 144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armoured cable shall be installed and terminated to a 24U wall mounted network cabinet in Sorting Yard and Arrivals Yard Substations.

- e) The *Contractor* shall supply, deliver, offload and install graphite coated, 240mm<sup>2</sup> 3-core, XLPE insulated, SWA, medium voltage cable 6.35/11kV copper cables from Sorting Yard to Liquid Pitch Substation as shown in drawing XRB.E.0022-000-C-LA-0001-01. The *Contractor* shall supply, deliver, offload, install 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V PVC cable and 144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armoured cable adjacent the medium voltage cable. The *Contractor* shall install cable joints and test the cables (medium voltage cables shall be VLF tested). All cable joints shall be SANS compliant. The *Contractor* shall install soft bedding sand, cable protection slabs, danger tape and cable markers in accordance with TPD-003-CABLESPEC. The *Contractor* shall backfill trenches on completion of the *Works* and reinstate layer works.

The *Contractor* shall arrange seven days prior to the required date with the Richards Bay TNPA Electrical maintenance department, to provide the required switching and isolation at Sorting Yard and Liquid Pitch Substations (Refer to drawing number XRB.E.0022-000-E-SLD-0001-01, Carina MV Switching diagram). The *Contractor* shall disconnect the existing 11kV, 3-core, medium voltage cable from switch C06 in Sorting Yard Substation and terminate the new Medium Voltage cable onto switch C06 in Sorting Yard Substation. The *Contractor* shall, disconnect the existing 11kV, 3-core, medium voltage cable from switch C01 in Liquid Pitch Substation and terminate on the new Medium Voltage cable on switch C01 in Liquid Pitch Substation. Termination kits and cable joints shall comply with SANS and TPD-003-CABLESPEC. The 4mm<sup>2</sup>, 4 core, Copper, SWA, 600/1000V PVC cable shall be terminated onto differential protection

relays on switch C06 in Sorting Yard Substation and switch C01 in Liquid Pitch Substation. The 144 core, 9µm/ 125µm, Single Mode Fibre Optic (SMFO) armoured cable shall be installed and terminated to a 24U wall mounted network cabinet in Sorting Yard and Liquid Pitch Substations.

- f) The *Contractor* shall provide a detailed drawing indicating the coordinates of the installed medium voltage cable at five (5) metre intervals throughout the route. The drawing shall also indicate coordinates of all medium voltage cable joints. Three (3) sets of electronic (dwg and PDF format) and hard copies of the drawing shall be provided.

#### **4.4.9 Testing and Commissioning of the Entire Installation**

##### **4.4.14.1 Factory Acceptance Testing (FAT)**

- a) All factory tests on materials shall be the responsibility of the *Contractor*, who shall plan accordingly with the Equipment supplier to ensure that the necessary tests are carried out.
- b) The following items of plant shall be subjected to complete Factory Acceptance Tests, which shall be witnessed by the Engineer's Representative(s):
- All 11kV cables
  - All Fibre Optic cables
  - All secondary plant equipment: Fibre Optic Panels.
- c) The Engineer and any representative from TNPA will only witness the tests carried out as a Quality Control function. All responsibility for rectification of defects remains with the *Contractor*.
- d) The *Contractor* shall arrange for all factory acceptance tests as requested by the Engineer. The Engineer will be given an invitation to attend and witness such tests at least ten (10) working days prior to the testing date, for local testing.

##### **4.4.14.2 Site Pre-Commissioning and Commissioning Testing**

- a) The *Contractor* shall be responsible to ensure that the Pre-Commissioning and Commissioning is carried out on all equipment installed under the contract.
- b) The construction stage should be substantially complete, and all equipment installation quality checklists signed off for all construction activities, prior to the commencement of the Pre-Commission tests.
- c) All cold and hot commissioning must be signed off by the Commissioning Engineer, prior to energisation of the equipment.
- d) The *Contractor* shall grade all protection relays in Admin Quay, Eastern Intake, Liquid Pitch, Arrivals Yard and Sorting Yard Substations. The grading shall be undertaken by a specialist protection engineer.
- e) The *Contractor* is responsible for providing any temporary or permanent power supplies required to enable both the Pre-Commissioning and Commissioning tests to be undertaken.



#### 4.4.10 Compliance Certificate

- a) The *Contractor* is required to test the installation in the presence of the *Employer's* Engineers and issue compliance certificates (SANS 10142-2) for all work done to the satisfaction of the *Employer's* Engineers
- b) The *Contractor* is required to test the installation in the presence of the *Employer's* Engineers and issue compliance certificates for Fibre Optic Installations, for all work done to the satisfaction of the *Employer's* Engineers
- c) The *Contractor* shall submit a full set of completed and valid compliance certificates to the Employer.

#### 4.4.11 Work Near Exposed Live Electrical Equipment or Apparatus

The *Contractor* shall ensure that utmost care shall be taken where the Works are to be undertaken in the vicinity of exposed live electrical equipment and apparatus, be it overhead networks, underground cables, transformers, switchgear, control and protection systems, or other unspecified electrical apparatus. Unauthorised interference with such equipment is strictly prohibited.

Where the Works are to be carried out on the *Contractors* own electrical apparatus, the following rules shall be observed:

- a) Disconnect completely (the apparatus on which work is to be carried out)
- b) Secure this apparatus against re-connection (by 'Hold-Off' Notice). Where possible insert padlocks on operating devices preventing and operation of the unit.
- c) Verify that the disconnected apparatus is dead (check for the absence of voltage with a voltage detecting meter, instrument, or tester)
- d) Earth the system to the general mass of the earth
- e) Provide protection against contact with adjacent live parts
- f) All operations shall be carried out only by competent and authorised personnel
- g) Unauthorised entry into High Voltage substations is strictly prohibited

The *Contractor* shall ensure that utmost care be taken where non-insulating cranes, hoists, tipper trucks and other high-rise vehicles and machinery are to be used, so as to ensure that all their parts including any equipment, materials or items attached to them, remain a safe distance from exposed live parts, including existing overhead lines.

### 4.5 List of Drawings

#### 4.5.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
XRB.E.0022-000-C-LA-0000-01		EASTERN SUBSTATION CABLE REPLACEMENT PROJECT GENERAL ARRANGEMENT
XRB.E.0022-000-C-LA-0001-01		EASTERN SUBSTATION CABLE REPLACEMENT PROJECT WESTERN SIDE CABLE REPLACEMENT: SORTING YARD, LIQUID PITCH AND ARRIVALS SUBSTATIONS, SHEET 1 OF 3
XRB.E.0022-000-C-LA-0001-02		EASTERN SUBSTATION CABLE REPLACEMENT PROJECT EASTERN SIDE CABLE REPLACEMENT: EASTERN IN-TAKE AND ADMIN QUAY SUBSTATIONS, SHEET 2 OF 3
XRB.E.0022-000-C-LA-0001-03		EASTERN SUBSTATION CABLE REPLACEMENT PROJECT EASTERN SIDE CABLE REPLACEMENT: EASTERN IN-TAKE AND ADMIN QUAY SUBSTATIONS, SHEET 3 OF 3
XRB.E.0022-000-E-SLD-0001-01		CARINA MEDIUM VOLTAGE SWITCHING DIAGRAM



## SECTION 2

### 5 Management and start up

#### 5.1 Management meetings

It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.

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

#### Types of Management Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	4 hours Weekly on (or at shorter intervals if required)	On site	<i>Project Manager, Supervisor, Contractor</i> and appropriate key persons
Overall contract progress and feedback	3 hours Every two weeks	On site	<i>Employer, Project Manager, Supervisor, Contractor</i> and appropriate key persons
Technical Meetings	1 hour Daily	On site	<i>Project Manager, Supervisor, Contractor</i> and appropriate key persons
SHE meetings	Once a Month	On site	Appointed <i>Contractor</i> and his resources

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

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

The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-*Contractor* management reports, as may be required.

## 5.2 Documentation Control

- 5.2.1** The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers agent 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 the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractors* and to the Employer must be submitted through the *Employer's* Document Control Department.
- 5.2.2** The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation, and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's and in native electronic format 2 CD's.
- 5.2.3** The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation
- 5.2.4** The control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense and managed with a suitable document control system. The *Contractor* Documentation Register should be submitted; Document Control will allocate the Employer's documentation numbers on the *Contractor* Documentation Register and return it to the *Contractor*.
- 5.2.5** A unique sequence number will be allocated to each document and remains the same for each submittal of that specific document. The *Contractor* shall use the Employer's document numbers and titles exactly as per the *Contractor* Documentation Register on all documentation submitted. Electronic file names for all documentation shall be exactly as per the *Employer's* documentation numbers, including the revision numbers. The format of these documents shall be in native format and/or PDF format and will be discussed at the kick-off meeting.
- 5.2.6** Each *Supplier* of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and Data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and Data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission. Should any change be made to documentation already submitted, then a revised document shall be issued to replace the outdated information.

- 5.2.7** The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation. Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The *Supplier* of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 5.2.8** The *Contractor* shall be responsible for the supply of all *Sub-Supplier / Contractor* Manufacturer, etc documentation and data related to their package of work and shall ensure that these *Sub-Suppliers* have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub-orders.
- 5.2.9** Ownership of data, designs and documents – The parties agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor*, lie with the Employer subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the *Contractor's* infringement of copyright.
- 5.2.10** All documents issued to 3rd party *Contractor* and the *Employer* should be submitted through the EPCM *Contractor's* document control department. Any contractual communication between TRANSNET and the *Contractors* shall be issued by the *Contractor* on behalf of TRANSNET. These communications shall be similarly recorded through the *Contractor's* document control department.
- 5.2.11** The documentation to be submitted for review shall be submitted on or before the dates specified on the Documentation Register under cover of the *Contractor's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Contractor* shall note that documentation will be rejected if this requirement is not met.
- 5.2.12** Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rest solely with the *Contractor*.
- 5.2.13** 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 hard copy shall be returned to the *Contractor* under cover of the Project Manager's Transmittal Note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

Code C1 - "Proceed, No Exception Taken"

Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"

Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"

Code C4 – "Information Only – Accepted as Submitted"

Code C5 (FN) – "Certified Final – No Further Submittal Required"

Code C6 (AB) – “Certified As-Built - No Further Submittal Required”

**5.2.14** The *Contractor* shall allow the *Project Manager* 2 weeks to review and respond to the *Contractor's* submission of the documentation, i.e., from time of receipt to the time of dispatch. However, work shall proceed without delay in the event of the late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

**5.2.15** 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 resubmittal.

**5.2.16** All revised data shall be submitted by the *Contractor* in its entirety and shall reflect the revision control numbers and shall also indicate with documentation the revised documentation supersedes, if applicable. In the case of drawings, every sheet has its own revision number and is revised as an individual document. In the case of the documents, all sheets under the cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

**5.2.17** Upon completion of Contract Documentation Close-out checklist/criteria the *Project Manager* shall make arrangements for formal Hand-over. Hand-over shall be conducted as per the agreed and approved handover plan. In the event that no such plan exists the *Project Manager* shall formulate the hand-over criteria and the set of documentation required for such handover. During the handover/ submission, the *Contractor* shall submit 2 x hard copies and an electronic version to document control or the Projects Manager.

**5.2.18** Changes of any form to the scope shall follow the Change Management Process and be correctly communicated (through the project communication plan/process) to all disciplines and documented. All changes to the project shall be reviewed and evaluated for their impact on the project.

### **5.3 Safety risk management**

**5.3.1** The *Employer* has a strict Health and Safety policy.

Under the policy, the following apply:

- a) The *Contractor's* attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
- b) The *Contractor* makes available and ensures compliance to the TNPA SHE Specification for Construction by its employees and Sub*Contractors* in the language of this contract.

- c) The *Contractor* employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.
- d) The *Contractor* shall provide a Health & Safety Management Plan addressing the requirements in the TNPA SHE specification and a Baseline Risk Assessment addressing the construction activities. The *Project Manager* has the right to request additional specific work method statements should, in his opinion, this be required.
- e) The compliance with all applicable legislation, regulations issued in terms thereof, and TNPA safety rules, shall be entirely at the *Contractor's* cost, and shall be deemed to be allowed for in the tendered prices.
- f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:
- The *Contractor* shall appoint a Health and Safety coordinator to liaise at least fortnightly with the *Project Manager* or *Supervisor* on matters pertaining to occupational health and safety.
  - The *Contractor* shall advise the *Project Manager* of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the *Contractor* or *Sub-Contractor*.
  - A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993) must also be furnished.
  - All clauses in this contract pertaining to health and safety form an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the *Employer* to the appropriate remedies.
  - The *Contractor* and his staff shall attend a compulsory induction course to be arranged by the *Project Manager* on or before the date when the site is made available to the *Contractor*.
- g) The *Contractor's* appointed Site Representative and the *Project Manager* shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the *Supervisor*, and be approved by the *Project Manager*, before any construction work can commence.
- h) The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:

“INTOXICATION” An *employer* or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace”. The *Employer* enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises

- i) The *Contractor* shall ensure that a suitably qualified safety representative is appointed, and monthly safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Project Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor* and therefore be covered under the rates tendered

### 5.3.2 Site Supervision

The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.

The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the Works. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Sections (2)).

The *Contractor* must ensure that the performance of all specified Works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and 8 (2.)) The *supervisor* must have legal liability training, HIRA and construction safety training e.g IRCON.

Note: No work may commence and or continue without supervisory Appointees present on site. The *Contractor's Site Supervisor* must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

The *Contractor's Site Supervisor* must provide a list of names and contact telephone numbers of all *Contractors* and Sub-*Contractor's* contact persons on Site. This list is updated as a new *Contractor* or Sub-*Contractor* employee commences on Site.

The *Contractor's Site Supervisor* must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the *Supervisor*.

The *Contractor's Site Supervisor* must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the *Supervisor* prior to 9.00 am on a daily basis.

The *Project Manager's Site Safety Representative* is notified of any new starter with evidence of induction and site-specific induction prior to commencement of work.



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

The *Contractor* Health and Safety Manager specific tasks are

- Design the health and safety management systems specific to the need of the project, organisational and specific construction project management system.
- Facilitate and coordinate the preparation of a site-specific construction health and safety plan.
- Manage the process for the assessments and approval of sub-*Contractors'* health and safety plan in line to the TNPA requirements.
- Facilitate monthly health and safety meetings.
- Ensure identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- Attend and participate in all project meetings
- Use of trends analysis to identify systems deficiencies and incident trends, outline relevant improvements
- Manage the necessary changes to the health and safety plans
- Manage the reporting and investigation of project related incidents
- Manage and maintain health and safety and communication structures and systems, distribution of health and safety specific documents to *Contractors*
- Monitor, measure and report on health and safety system performance through facilitating compliance health and safety audits
- Analysing of audit results and trends to ensure continual improvement
- Evaluate the levels of compliance of *Contractors* to the project health and safety plan and TNPA site specific health and safety specifications.
- Manage and evaluate processes for reporting of non-compliance issues and implementation of identified appropriate corrective and preventative action
- Manage site health and safety during defects liability period
- Prepare a health and safety close-out report as per Client requirements

Health and Safety Manager must register with SACPCMP to be allowed to practise construction safety in TNPA managed projects.

Before placing a Health and Safety Manager on the project site(s), the *Contractor* must forward a copy of the person's Qualifications and proof of registration with SACPCMP to the nominated project management representative or to the TNPA Stream Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he/she not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

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

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract that is registered with the SACPCMP (The South African Council for Project Construction Management Professions). If more than 50 employees are deployed on the project site(s) (directly or through sub-*Contractors*), at least two full-time Health and Safety

Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

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

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

- Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and sub-*Contractor* personnel (particularly the *Contractor's* Project Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*.
- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- Conducting *Contractor* health and safety induction training for all *Contractor* and sub-*Contractor* personnel;
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- Communicating relevant health and safety information to *Contractor* and sub-*Contractor* personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed supervisors, and attending at least one DSTI each day;
- Attending monthly *Contractor* and Site Health and Safety Meetings;
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-*Contractors*), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-*Contractor* on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- The *Contractor* must ensure that they have made adequate provision of safety officers as per the works information works packages i.e (construction of mechanical and



electrical works) Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:

- A computer with access to all necessary systems, including access to e-mail and the internet;
- A mobile telephone on contract or with adequate pre-paid airtime; and
- A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
- A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:
  - At least 5 years' experience as a Health and Safety Officer on construction projects;
  - SAMTRAC or an equivalent training course as a minimum qualification;
  - Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
  - Experience and appropriate training with regard to construction related hazard identification and risk management processes;
  - Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
  - Health and safety auditing experience and training;
  - A valid First Aid certificate of competency;
  - Fire prevention and protection training; and
  - A valid Driving Licence (light motor vehicle).

Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk.

Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's qualifications and proof of registration with SACPCMP to the nominated project management representative or to the Programme Health and Safety manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

### **5.3.5 Contractor's Safety File**

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

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

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

### **5.3.6 Performance Measurement and Reporting**

#### **5.3.6.1.1 Health and Safety Statistics**

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

#### **5.3.6.1.2 Safety Management Records**

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

#### **5.3.6.1.3 Field Technical/Safety Audit by the *Project Manager***

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

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

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

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the *Project Manager* or the *Project Manager's* nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

The *Project Manager* or the *Project Manager's* nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the *Contractor* Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 80% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 75% the *Contractor* must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the *Contractor*.

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

#### 5.3.6.1.4 Unsafe Act/Condition Auditing

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities.

All such observations must be recorded and delivered to the TNPA Health and Safety Manager.

### 5.3.7 Involvement, Communication and Motivation

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

#### 5.3.7.1.1 Safety Meetings

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

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

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures

- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

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

#### 5.3.7.1.2 Pre-Start Safety Briefings

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

### 5.3.8 Roles and responsibilities

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

#### **Construction Manager**

The CM is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager* the CM must be registered with SACPCMP as a Pr.CM

The CM specific tasks are:

- Implement the safety management system
- Monitor compliance to the established safety management system
- Ensure risk is at an acceptable level
- Ensure Consultant Construction Management Team are competent
- Provide for:
  - Planning, organisation, leadership and control
  - Particular technical competencies for critical work
  - Supervision and control on each shift
  - Regular monitoring and assessment
  - Workplace inspections

### 5.3.9 Commissioning Safety Study

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

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

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

### **5.3.10 Document Control**

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

### **5.3.11 Medicals**

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

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

## 5.4 Environmental constraints and management

The *Contractor* shall comply with the following minimum environmental requirements.

- 5.4.1. The *Contractor* shall at all times, comply with all relevant statutes relating to various aspects of Environmental Management as well as associated regulations that will include but not limited to the NEMA (National Environmental Management Act, Act 107 of 1998), Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Air Quality Act 39 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998;
- 5.4.2. All required licences and/or permits shall be obtained by the TNPA from relevant authorities prior to the commencement of project activities.
- 5.4.3. The following documents, included as annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:
- Transnet Integrated Management System Policy Commitment Statement
  - Standard Environmental Specification (ENV-STD-02 Rev 04).
  - Construction Environmental Management Plan (ENV-STD-01 Rev 04).
- 5.4.4. The *Contractor* performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 5.6.3 above.
- 5.4.5. The CEM describes the main roles and responsibilities of the project team with respect to Environmental Management.
- 5.4.6. The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 5.4.7. The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental



Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

- 5.4.8. The above requirements shall be applicable to the main *Contractor*, its Sub*Contractors*, Service providers and Suppliers. The *Contractor* must comply with all the requirements of the CEMP, SES and PES as mentioned in section 5.6.3 above.
- 5.4.9. The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework and any applicable Project Environmental Specification issued by the authorities.
- 5.4.10. The *Contractor* must make a sufficient budget provision to meet all the project environmental management requirements for the duration of the contract including the rehabilitation phase.
- 5.4.11. The *Contractor* must appoint a Fulltime Environmental Officer (EO) to monitor and manage compliance with the Environmental Specifications and all applicable environmental legislation. The EO must as a minimum have at least 3 (three) year's work experience in environmental management within the electrical construction projects. The roles and responsibilities of the *Contractor's* EO are stated in CEMP.
- 5.4.12. The *Contractor* will be required to submit an environmental file to the *Employer* post tender award. Detailed requirements such as Audits dates, deadlines etc. from the *Employer* will be made known on award of the contract. Site access certificate will not be granted until the Environmental file has been approved by the *Employer's* Environmental representatives.
- 5.4.13. The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

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

5.4.14. The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the *Employer* as detailed in the SES and the Rehabilitation Method statement.

## **5.5 Quality assurance requirements**

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

**5.5.2** The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as a minimum to the requirements of specification QAL-STD-0001, General Quality requirements for Suppliers and *Contractors* as contained in the Annexure to this *Works* Information.

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

- Project Quality Plan (PQP) for the contract;
- Quality Control Plans (QCP)
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

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

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

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



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

**5.5.7** The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information. Site Access will not be granted unless the PQP has been accepted by the *Employer*.

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

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

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

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

**5.5.10** The Quality Policy mean the overall intentions and directions of the *Contractor* related to quality as formally expressed by top management.

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

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

The *Contractor* complies with the requirements of TNPA-QUAL-REQ-014.1 Quality Requirements for *Contractors* and Suppliers contained in Annexure E

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

- Documentation Control
- Design Control
- Procurement

**5.5.14** The Inspection and testing means:

- Quality Control Plans
- Inspection Points
- Schedule of Inspections
- Field Inspection Checklists
- Inspection Notification
- Inspection release
- Inspection and testing
- Special processes
- Material traceability and certification

## **5.6 Planning Constraints**

**5.6.1** The *Contractor's* construction programme shall correspond with the *Employer's* objectives as stipulated in Section 1 Clause 1 of the *Employer's Works* Information.

**5.6.2** The *Contractor's* construction programme shall correspond with the stipulations included in under Section 1 Clauses 3 and 4 of the *Employer's Works* Information, which details the minimum construction constraints to be considered in providing the *works*.

**5.6.3** The *Contractor's* construction programme shall comply with the stipulations included in Section 2 Clause 5.6 of the *Employer's Works* Information, which details the minimum Environmental Management constraints as imposed on the provision of the *works*. In addition hereto the *Contractor's* construction programme shall include, but not be limited to the following specific environmental constraints:

- Requirements for site access and Environmental constraints as included in Environmental Works Information and Environmental inductions.
- Removal of Contaminated and hazardous material.
- The *Contractor's* programme model must demonstrate compliance with all applicable Richards Bay municipality bylaws.

**5.6.4** The *Contractor's* construction programme shall comply with the stipulations included in Section 2 Clause 5.5 of the *Employer's Works* Information, which details the minimum Health & Safety constraints as imposed on the provision of the *works*. In addition hereto the *Contractor's* construction programme shall include, but not be limited to the following specific Health & Safety constraints:

- The *Contractor's* programme model must clearly demonstrate the process of obtaining work/trade permits e.g. Hot work permit with specific consideration given to the time required to acquire permits of this nature as well as the validity period of same.
- The *Contractor's* programme model must clearly demonstrate the process for undertaking the *Employer's* induction procedure as stipulated under the relevant section(s) of the *Employer's Works* Information, with specific consideration given to the time required and the frequency of undertaking same.
- The *Contractor's* programme model must clearly demonstrate the process for the *Employer's* undertaking of the Construction Work Permit with the Department of Labour, taking cognisance of the required timeframe for the *Contractor* to prepare the required documentation required for submission to the *Employer* as stipulated within the relevant section(s) of the *Employer's Works* Information. The *Contractor's* submission of the required documentation must be undertaken within 2 (two) weeks of the contract starting date as stipulated under Contract Data Part 1.

**5.6.5** The *Contractor's* construction programme shall comply with the stipulations included in Section 2 Clause 5.7 of the *Employer's Works* Information, which details the minimum Quality Assurance constraints as imposed on the provision of the *works*. In addition hereto the *Contractor's* construction programme shall include, but not be limited to the following specific Quality Assurance constraints:

- Project Quality Plan Acceptance.
- Approval of supplier and materials tracking.
- Squad Checks.
- Quality Checks on materials.
- Maintenance manuals

**5.6.6** The *Contractor's* construction programme shall include any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined under but not limited to Sections 1 and 2 of the *Employer's Works* Information.

**5.6.7** The *Contractor's* construction programme shall be aligned with the sequence for construction as per Part C3 of the *Employer's Works* Information, inclusive of all sheets

listed in the Annexures and shall be in line with the overall scope, Works Information, specifications and any other documentation as annexed to this contract.

**5.6.8** The *Contractor's* construction programme shall be aligned with the specific stipulations and constraints pertaining to construction as stipulated under Section 1 Clause 3 and 4 of the *Employer's Works* Information, and shall be in line with the overall scope, *Works* Information, specifications and any other documentation as annexed to this contract.

**5.6.9** Access to site will be issued in accordance with the dates stipulated within *Contract Data Part One*; pending approval of *Project Manager*. Specific conditions for site access include but are not limited to the following:

- Site access shall be granted pending approval of all the relevant documentation including Health and Safety submissions, Environmental submissions, Quality submissions.
- No activity shall be undertaken on site in the absence of a task specific Method Statement, Quality Control Plan and Risk Assessment fully approved by the NEC Supervisor and *Project Manager*.
- The *Contractor* shall undertake a joint site inspection with the NEC Supervisor in order to conduct a condition assessment to the satisfaction of the NEC Supervisor prior to site access being granted to the *Contractor*. Further, the *Contractor's* construction programme shall make provision for undertaking any activities which may be identified through undertaking a condition assessment on site.
- The *Contractor's* programme submission shall demonstrate the proving of services prior to any excavating activities being undertaken, in order to identify existing services. As such no physical work shall take place until such time as the *Project Manager* has approved reports detailing existing services.
- The *Contractor's* programme submission shall demonstrate the extent to which provisions shall be undertaken in order to secure the working area prior to any activity being undertaken on site.
- The *Contractor* shall fully comply with the *Project Manager's* requirements pertaining to any conditions related to working with *Others*, including providing appropriate access to portions of his working area, collaborating and arranging and planning resourcing, activities under construction and proposed site layout such that *Others* are suitably able to execute their scope within their appointed timeframe. In this regard, the *Contractor's* execution plan shall be iteratively reviewed in order to support the effective interfacing with that of *Others'* work.

**5.6.10** Completion for the works as detailed in the relevant section(s) of the Works Information will be in accordance with the dates stipulated within Contract Data Part One; pending approval of *Project Manager* and the aforementioned stipulations as detailed. In addition the *Contractor's* programme submission shall demonstrate the provisions for preparation and hand-over of all as-built and closeout documentation as stipulated within the relevant sections of the *Employer's Works* Information to the satisfaction and approval of the NEC Supervisor and *Project Manager*. Completion certificates shall not be issued

by the *Project Manager*, in the absence of complete close-out documentation as approved by the NEC Supervisor and *Project Manager*.

**5.6.11** The *Contractor* shall comply with the provisions of NEC ECC Clauses 25.1, 27.1 and 27.2 when providing occupations to the Working Areas to allow for potential *works* to be undertaken by *Others*.

**5.6.12** Key Dates for works as detailed in the relevant section(s) of the Works Information will be in accordance with the dates stipulated within Contract Data Part One; pending approval of *Project Manager* and subject to the requirements as stipulated in NEC ECC Clause 25.3.

**5.6.13** The *Contractor* is required to comply with the *Employer's* stipulations regarding all required approvals, permissions, licences and permits, prior to commencing *works* and or specific activities.

**5.6.14** The *Contractor's* programme shall specifically demonstrate the stipulated process for day-to-day access to the Transnet Nasional Port Authorities in order to provide the works, as stipulated within the relevant sections of the *Employer's* Works Information.

**5.6.15** The *Contractor* is required to comply with all Environmental, Health and Safety and Quality Assurance stipulations. The *Project Manager* as agent of the *Employer* shall have the right to enforce the specific requirements and conditions as stipulated within the various specifications, authorizations and permits as issued by the *Employer* and or the Competent Authority, and shall withhold site access and or approval to proceed in the event that the *Contractor* has not adequately demonstrated an understanding of these constraints and requirements within the relevant documentation issued for approval, including Method Statements, Quality Control Plans, Risk Assessments, programme submissions, submission of proposed Key people and or sub-*Contractors* for approval by the *Project Manager*.

## **5.7 Programming constraints**

**5.7.1** The programme Work Breakdown Structure (WBS) shall be aligned with the *Contractor's* proposed approach including Method statements, Quality Control Plans and Risk Assessment for the activities as required, and as a minimum shall include but not be limited to the following WBS Elements:

- Where applicable, design, approval of designs, plant, equipment, materials and any other resources, as required to provide both temporary and permanent works.
- Preparation and submission of task-based Quality Control Plans, Method statements and Risk Assessments and the subsequent approval process for the same as undertaken by the NEC Supervisor and *Project Manager*.
- Process for appointing and approval by the *Project Manager*, of all Key Persons
- Process for appointing and approval by the *Project Manager*, of all critical sub-*Contractors* and service providers.

- Where applicable, procedure for *Contractor's* design, submission and approval of any portion of the works and/or plant and equipment as stipulated under the relevant section(s) of the *Employer's* Works Information in accordance with stipulations for submission, acceptance and approval as stipulated, including any other additional design requirements and or alterations in existing design which may stem from the aforementioned.
- Where applicable, manufacturing and or fabrication both on and off-site which may include but is not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent works.
- Preparation, submission and acceptance of relevant Health and Safety, Environmental and Quality Files, including any other associated requirements.
- Approval of any applicable permits, permissions and licenses, including inductions
- Procurement and delivery of all long lead items necessary to Provide the *Works* in line with the stipulations of the *Employer's* Works Information. Long lead items include but are not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent *works*.
- Site establishment and mobilisation
- Proving of services.
- Electrical infrastructure Installation *works*:
  - a. MV cable laying, jointing and termination by a certified installer.
  - b. LV cable laying, jointing and termination.
  - c. Fibre Optic cable laying, splicing and termination by a certified installer.
  - d. Bonding in Substations.
  - e. Installation of sleeves under roadways.
  - f. Testing and commissioning.
- Correction of Defects, testing and commissioning, as-built, hand-over and close-out procedures in accordance with but not limited to the stipulations of relevant section(s) of the Works Information.
- Preparation, submission and approval of as-built and close out documentation as per the stipulated requirements of the *Employer's* Works Information.
- Any other work arising out of or incidental to the above, or required of the *Contractor* for the proper Completion of the Works in accordance with recognized standards, true meaning and intent of the Contract. Correction of Defects, testing and commissioning, as-built, hand-over and close-out procedures in accordance with but not limited to the relevant section(s) of the *Employer's* Works Information. Preparation, submission and approval of



as-built and close out documentation as per the stipulated requirements of the *Employer's* Works Information.

- 5.7.2** The *Contractor's* construction programme shall correspond with the *Contractor's* Method Statements, Quality Control Plans and Risk Assessments, as drafted in line with the *Employer's* stipulations.
- 5.7.3** The *Contractor* uses Primavera Professional version 19.12 for his programme submissions, or similar approved software with the prior written consent of the *Project Manager*. In the event that the *Contractor* will be using earlier or later versions of the software, the onus is on the *Contractor* to ensure that a conversion is done in order for the XER file to be compatible with Primavera Professional version 19.12.
- 5.7.4** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the [CEMP, SES, PES and SMP] as described under the relevant sections of the *Works* Information, together with the associated environmental method statements.
- 5.7.5** The *Employer* (including the agents of the *Employer*) operates on *Site* during dates or timings when the *Contractor* has completed certain elements of the *works* and/or during the contract period as stipulated in this *Works* Information.
- 5.7.6** *Others* operate on *Site* during dates or timings when the *Contractor* has completed certain elements of the *works* as stipulated in this *Works* Information.
- 5.7.7** The *Contractor's* first programme submitted for acceptance shall be prepared to the satisfaction of the *Project Manager* during the pre-contract negotiation period, and no later than the period stipulated under Contract Data Part One.
- 5.7.8** The *Contractor* complies with the *Employer's* programme when he submits his first programme for acceptance. The *Contractor* shows on his first programme submitted for acceptance and all subsequently revised programme submissions showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations with specific focus on demonstrating the interfaces between, as well as construction and operational requirements, constraints and conditions.
- 5.7.9** The *Contractor* presents all programme submissions including but not limited to his tender programme, first programme submitted for acceptance and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format, with the programme model being of Level 4 decomposition i.e., decomposed to appropriate levels of detail to accurately substantiate activity duration estimates as well as the chosen methodology for executing the activity in question.
- 5.7.10** The *Contractor's* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours in the relevant section(s) of the *Employer's* Works Information. In addition, the *Contractor's* programme shall demonstrate a standard 3 week Builder's Break during December and January of each year, as well as all South African public holidays as non-work days.

**5.7.11** The climate is sub-tropical and rainfall figures for Richards Bay based on historical data (period 1991 -2002) obtained from the South African Weather Service, Private Bag X097, Pretoria, 0001 are summarised in the table below:

Month	Average Precipitation in mm	Average Number Of Days With Precipitation					
		1.0m to 5.0m	5.1mm to 10.0m	10.1m to 20.0m	20.1mm to 50.0mm	50.1m to 100mm	100.1mm to 900mm
Jan	176.1	2.9	2.8	1.6	2.1	0.4	0.2
Feb	133.3	3.9	1.5	2.0	1.8	0.3	0.1
Mar	226.4	3.8	2.2	1.8	2.0	0.3	0.5
April	127.0	3.3	1.4	1.4	1.8	0.5	0.0
May	67.8	2.5	1.4	1.5	0.6	0.1	0.0
Jun	70.3	1.9	1.4	1.1	0.6	0.3	0.0
Jul	117.4	2.9	1.1	1.1	1.0	0.8	0.0
Aug	46.5	2.6	0.8	0.8	0.4	0.1	0.0
Sept	97.1	2.8	0.7	1.0	1.4	0.2	0.1
Oct	126.0	5.3	3.0	2.0	0.7	0.1	0.1
Nov	190.5	4.0	2.6	2.2	1.5	0.4	0.3
Dec	115.5	5.1	2.1	2.0	1.1	0.3	0.0
TOTAL	1493.9	41.0	21.0	18.5	15.0	3.8	1.3

Table A: Richards Bay average annual rainfall trends.

**5.7.12** Each programme submitted by the *Contractor* to the *Project Manager*, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources) to the *Project Manager's* satisfaction, with the exception of the *Contractor's* tender programme submission.

**5.7.13** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as listed in the NEC 3, ECC, Clause 31.2.

**5.7.14** The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and thereafter to set-up - including but not limited to - the first programme for acceptance; monitoring, control and reporting requirements; calculation of physical progress, proposed templates and planning/scheduling procedures to be complied with for the duration of the project, to the requirements, satisfaction and approval of the *Project Manager*.



**5.7.15** The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*, including a spread sheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.

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

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline/speciality level schedule decomposed to the appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
- A narrative status report, which includes but is not limited to status and performance of operations on the *Site* and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- Basis of Programme/Schedule document detailing but not limited to the following minimum requirements:
  - Basis of latest accepted programme, including an overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc.
  - Description of network logic and sequencing.
  - Description of general construction approach.
  - Description of approach to allocation, use and management of all resources dedicated to the project.

- Description of and trend analysis of critical risks as identified through schedule risk analysis and included in schedule contingency and or Time Risk Allowance provisions.
- Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme).
- Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining *works* and as identified and highlighted in the current revision of the programme for acceptance.
- Identification critical activities, as well as top 10 near critical activities and undertake tends analysis on such activities with the aim of identify any deviations from planned performance.
- Identification of any recovery and or mitigation action required in order to neutralise any deviations.

## **5.8 Reporting and Monitoring**

**5.8.1** The *Contractor* attends meetings as included but not limited to Section 2 Clause 5 of the *Employer's Works Information*.

**5.8.2** The *Contractor's* programme submissions shall be decomposed to a level of detail deemed satisfactory by the *Project Manager*.

**5.8.3** The *Contractor* attends weekly planning meetings. Meeting agenda to include (but not limited to) progress reporting as detailed within the relevant section(s) of the *Employer's Works Information*, recovery/optimisation, contractual matters in line with NEC ECC core clauses 31, 32 and main option clause, Option B.

**5.8.4** The *Contractor* submits programme narrative report to the *Project Manager* at weekly intervals as well as daily status/target sheets detailing planned/targeted activities and actuals at daily intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One. The *Contractor* also submits fortnightly expediting report and monthly programme narrative report to *Project Manager*. The aforementioned reports shall be developed and finalised in line with the requirements of the *Project Manager*.

**5.8.5** The *Contractor* completes an assessment of all activities in progress and to completion to determine physical percentage complete, forecasted completion dates, deviations from the latest programme submitted for acceptance/ latest Accepted Programme and proposes remedial action to rectify deviations.

**5.8.6** The *Contractor's* progress measurement methodology and all reporting and progress measurement tools shall be solely determined by the *Project Manager* and shall be in line with the *Employer's* policies, procedures and standards pertaining to Planning and Scheduling and shall at a minimum be representative of physical work completed on site, expressed through the use of the weighted activity, discreet effort and physical

progress measurement principles as outlined within the *Project Management Institute Practice Standard for Scheduling*.

- 5.8.7** The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the latest programme submitted for acceptance/latest Accepted Programme and any remedial actions proposed by the *Contractor*.
- 5.8.8** The *Contractor* submits the programme narrative report detailing the status and performance of operations on the Site and Working Areas, status and performance of operations outside the Working Areas, man-power histograms, Plant and equipment histograms, S-curve of overall progress, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
- 5.8.9** The *Contractor's weekly* project progress report (narrative report) includes but is not limited to:
- Level 4 Project Schedule – decomposed to appropriate levels of detail in order to accurately substantiate activity duration estimates and to the satisfaction and approval of the *Project Manager*, and showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest programme submitted for acceptance/ latest Accepted Programme.
  - Progress spreadsheet detailing actual progress achieved daily (target/planned quantity versus actual quantity) on current (critical) activities for the previous week, planned progress for the current week, deviations and proposed recovery for each activity in question, and developed to the satisfaction of the *Project Manager*. A 1-week Look Ahead spreadsheet in line with the aforementioned stipulations to be included. Priority to be given to identification of critical and near critical activities, progress and any deviations from planned performance in this regard.
  - 3-week Look Ahead Schedule showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest programme submitted for acceptance/ latest Accepted Programme.
  - Dependencies/Deliverables matrix detailing interim approvals and/or any other inputs/requirements from *Employer/Supervisor/Project Manager/Others* or any other project stakeholder in line with the activities identified in the 1 and 3- week Look Ahead Schedules.
  - Interfacing Matrix, detailing timeous identification of any requirements for providing the *works* and/or works to be executed by *Others* and any other Stakeholders party to this contract in line with the stipulations of the Works Information.
  - Identification critical activities, progress and any deviations from planned performance.
  - Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.

**5.8.10** The *Contractor's fortnightly* expediting report includes but is not limited to:

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

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

- Monthly, the *Contractor* completes an assessment of the physical progress of all activities in progress and to completion, accordingly calculates physical progress complete for the project overall (represented as a percentage) in line with the methodology and resultant tools; revises and submits the updated programme for acceptance and cash flow forecast report; detailing any variances and proposes remedial actions to rectify deviations.
- The *Contractor's* monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the *Project Manager*. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to, the following;
  - Summary of progress achieved during the reporting period.
  - Latest Accepted Programme / latest programme submitted for approval
  - Deviations from the latest programme submitted for acceptance/ latest Accepted Programme and action plans to rectify
  - Project milestones table – planned versus actual and forecast
  - Status and performance of operations on the site and working areas
  - Status and performance of operations outside working areas
  - Cash flow forecast report in line with latest programme submitted for acceptance/ latest Accepted Programme
  - Digital photographic record of the progress of the works
  - Control spreadsheet detailing specific current and future over-allocation and/or conflicts in allocation of resources, plant and equipment.
  - Overall progress
  - Critical action items list (top 10)

## 5.9 Other Conditions

- 5.9.1** The *Contractor* shall comply with the specific provisions of NEC ECC Clauses 24.1 when supplanting any planning resources previously appointed in line with the provisions of this contract. All candidates proposed in line with the aforementioned procedure are to be subjected to an interview and assessment process deemed fit and conducted by the *Employer's* (including the agents of the *Employer*). Appointment shall follow upon written approval of the *Project Manager*.
- 5.9.2** The *Employer* (including the agents of the *Employer*), reserves the right to exercise the provisions of NEC 3 ECC Clause 24.2, where deemed necessary in order to meet the *Employer's* objectives as stipulated in Section 1.2 of the Works Information.
- 5.9.3** When demonstrating entitlement to a change to the Completion Date(s), the *Contractor* must take cognisance of the requirements of the NEC ECC core Clauses 62, 63, 64, 65 and main option clause, Option B; that is, the *Contractor* must demonstrate the impact of the compensation event on the remaining work at the specific point in time the compensation event started to occur.

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

- 5.10.1** The *Contractor* shall make an adequate, experienced, and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimise the replacement of project team members in order to ensure optimum contract management continuity and efficiency.
- 5.10.2** The *Contractor* employs full time, fully qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-Site during completion of the *works* including and not limited to:
- Contracts Manager
    - The Contracts Manager should at least have a minimum qualification of a BSc. Eng./ B.Tech./ National Diploma in Electrical Engineering and a ECSA/SACPCMP registration as Pr. Eng/Pr. Tech. Eng./ Pr. Cert Eng./ Pr. CPM with at least 10 years of experience in Electrical LV projects. The Contracts Manager must have experience working with the NEC3 Engineering and Construction Contract in at least 3 separate projects, with at least 1 project in excess of R35m in electrical *Works* (MV, LV and Fibre Optic cable installations) component value.
  - Construction Manager X 1
    - The *Construction Manager* should at least have a minimum qualification of a B.Tech/National Diploma in Electrical Engineering and a ECSA/SACPCMP registration as Pr. Eng/ Pr. Tech. Eng./ Pr. Cert Eng./ Pr. CM with at least 10 years of experience in LV and area lighting construction projects. The Construction Manager must have experience working with the NEC3 Engineering and Contract in at least 1 project in excess of R25m in electrical works (MV, LV and Fibre Optic cable installations) component value.

- Installation Electrician X 1
  - The Installation Electrician must have at least 10 years of experience in MV, LV and Fibre Optic cable installations and be registered with Department of Labour as an installation electrician.
- Foremen
  - Foreman (Electrical LV) x 2
    - The Electrical Foreman must have a minimum of NTC 4 Trade Certificate in Electrical Engineering with at least 10 years of experience in MV, LV and Fibre Optic cable installations and be registered with Department of Labour as an installation electrician.
- Planner X 1,
  - The planner should at least 5 years of experience working both in Electrical Projects as a planner.
  -
- Quality Assurance Officer X 1,
  - Quality Assurance officer should have a Diploma or Certified qualification in quality systems with relevant quality experience in construction. At least 5 years of experience in a quality systems environment and relevant experience in electrical construction projects is required.
- Environmental Officer X 1,
  - Environmental Officer should have a bachelor's degree in Environmental Management/Science or equivalent with at least 5 years of experience in electrical construction projects.
- Health & Safety Officer X 1,
  - Health and Safety Officer: Should have a least a B-Tech/Diploma in Health or Safety Management. Registered as Health and Safety Officer with SACPCMP with at least 5 years of experience on electrical/civil construction projects, and have a SAMTRAC training course as a minimum qualification.
- Document Controller X 1,
  - Document controller should have at least 5 years of experience working in construction and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.

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

**5.10.4** The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the



*Supervisor* and their delegates all as stated at paragraph 2.5 of C3.1 *Employer's Works Information*.

## 5.11 Training Workshops

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

- The *Contractor* will be required to provide training in the use of the plant to the responsible staff of the Employer.
- On completion, each delegate to be given a handbook that covers the training undertaken.
- A safety pre-mobilisation workshop.
- *Contractor* employee safety training programme.
- The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- Any other training as required by law or specifications referred to in this document

## 5.11.2 Safety and Environmental Awareness

### Inductions

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

- The Employer's Site Induction - All personnel must complete the Project Site Induction prior to working on the site. The purpose will be to ensure that all personnel are made aware of and are conversant with the requirements of this Safety Plan, site rules, environmental requirements, cultural heritage and community relations
- *Contractor* Job Specific Induction - All personnel shall complete Job Specific Inductions for the contracted works prior to commencing work. These inductions will be the responsibility of specific *Contractors*
- Visitors - A Visitors Safety Induction program will be established at all sites explaining the site, the conditions applicable to their entry onto site and the necessary PPE they will be required to wear

### *Contractor's* Training Programs

At the completion of all training, competency of individuals shall be validated by the trainer. This will be by means of an examination (written, oral or practical) or an assessment of the trained person's performance during the training. A record of safety training undertaken by each employee will be documented and retained permanently on a database and the employee's site identification and security card.

### Competency

All personnel engaged to carry out work on the Project must have the necessary skills and knowledge and be competent to perform the tasks for which they have been employed. *Contractors* and new employees will be required to furnish proof by way of licences, permits,

certificates or by recognition of prior learning (RPL) or by written certification by a qualified assessor of their skills, competencies and knowledge of their work tasks.

No person may carry out any work on the Project unless proof of competency has been provided to the Project Manager.

Training Workshops and Technology Transfer for the Owner's personnel

The installation of the new plant will make a significant change in the operation and maintenance requirements. Both Operations and Maintenance personnel will be exposed to new technology

**5.11.3** It is therefore essential that the *Contractor* provides comprehensive training (both theoretical and practical) to the Employer's staff members in the operation and maintenance of the works. On completion of the training, it is expected that the Employer's personnel will be able to deal competently with any out-of-course situation that may arise during daily operation of the plant and the associated controls.

**5.11.4** The *Contractor* compiles a Training Manual containing easy-to-understand notes on all the subject matter covered in the training courses. Separate manuals may be prepared for Operations training and Maintenance training. Each Learner must receive a copy of the Training Manual for the course that he/she has attended. In addition, three copies of the Training Manual must be handed to the Employer for reference purposes.

**5.11.5** The *Contractor* submits a Training Programme to the *Project Manager* for review no later than two weeks before the commencement of the cold commissioning. Because the Employer's personnel are engaged on shift work, it may be necessary to schedule a number of training courses at different times in the day.

**5.11.6** The *Contractor* maintains an accurate record of the training given and is to submit a report on completion of the training. The report will include, but not be limited to, details of the Trainer, the scope of the training, the duration of training on each topic and the Employer's personnel who received training.

## **5.12 Insurance provided by the *Employer***

**5.12.1** Insurance provided by the Employer is contained in the Contract Data – Part 1. The *Contractor* is required to provide an All-Risk Insurance, and this must be included on the tendered rates.

## **5.13 Contract change management**

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



## 5.14 Provision of bonds and guarantees

**5.14.1** The form in which a bond or guarantee required by the conditions of contract is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

**5.14.2** The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

**5.14.3** The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

**5.14.4** The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

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

- Records of design employee's location of work or professional engineers engaged by the *Contractor*
- Proof of payments for actual expenditure; and
- Rate breakdown for activities concerned.
- A statement of invoices;
- Escalation is calculated on a separate sheet and presented to the *Project Manager* for acceptance;
- The amount paid to date;
- Retention monies to be deducted from the invoice;
- Interest payable;
- Escalation formula used;
- Settlement discount;
- Proof of ownership of materials supplied;
- Copies of delivery notes of Plant and Material;
- Summary sheet of manning;
- Summary of progress covered by invoice; and
- The invoice is presented as an original.

## 7 Procurement

### 7.1 Code of Conduct

The *Employer* 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 the *Employer* must understand and support. These are:

The Transnet Procurement Procedures Manual (PPM);

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 (B-BBEE); and

The Anti-Corruption Act.

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

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

*The Employer* 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 behaviors that will enable this transformation.

*1 The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*

- *The Employer* 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, 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 decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behavior of *the Employer* employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts (0800 003 056).
2. *The Employer 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.
  - *The Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
3. *The Employer’s relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although *The Employer* 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 *the Employer* employees.
  - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

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

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the Employer.*
- Doing business with family members
  - Having a financial interest in another company in our industry

## **7.2 The Contractor’s Invoices**

**7.2.1** When the *Project Manager* certifies payment (see NEC3 ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer’s* procedure for invoice submission.

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

**7.2.3** Invoices must be submitted by the 18<sup>th</sup> of the month forecasted to the 25<sup>th</sup> of the month.

**7.2.4** The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Contractor*;
- Address (Physical and Postal) of the *Contractor*;
- The *Contractor's* VAT Number; and
- The Contract number :

**7.2.5** The invoice contains the supporting detail:

- The amount paid to date;
- Amount for payment (excluding VAT);
- VAT amount;
- Amount for payment (including VAT);
- Any retention monies to be deducted from the invoice;
- Any interest payable;
- Escalation formula used where applicable;
- Settlement discount;
- Proof of ownership of Materials supplied;
- A statement is to accompany each invoice

**7.3 People****7.3.1 Minimum requirements of people employed on the Site:**

Direct employment of all labour is preferred.

reside within the boundaries of the City of Umhlathuzi) where possible.

The *Contractor* performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.
- Compensation of Occupational Injuries and Diseases Act.

Recruitment of labour in and around the site is not permitted.

All personnel shall provide proof of competency appropriate to their appointment.

All personnel shall undergo medical examination prior to undergoing site induction and be certified fit to work on the site, with particular reference to working at heights.

### 7.3.2 The *Contractor* complies with the following PIRPMP

#### *Contractor Liability*

1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
3. The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

### 7.3.3 Industrial Action by *Contractor* Employees

1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
  - a. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
  - b. The Industrial Action Report must provide at least the following information:

- i. Industrial incident report,
  - ii. Attendance register,
  - iii. Productivity / progress to schedule reports,
  - iv. Operational contingency plan,
  - v. Site security report,
  - vi. Industrial action intelligence gathered.
4. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
5. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
6. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.
- 7.3.4** The *Contractor* performs the works having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.
- 7.3.5** The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*
- 7.3.6** The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
- 7.3.7** The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 7.3.8** The PIRM specific tasks are:
  - To complete the PLA prior to the Contract Date; and
  - To assign specific duties to the PSIRM.
- 7.3.9** The PIRM specific tasks are:
  - The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

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

**7.3.11** The SIRM specific tasks are:

To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP

## **7.4 Plant and Materials**

### **7.4.1 Quality**

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

### **7.4.2 Plant & Materials provided "free issue" by the *Employer***

No "free issue" material will be supplied by the *Employer* for the *works*.

### **7.4.3 *Contractor's* Procurement Of Plant And Materials**

The *Contractor* performs the following with respect to Plant and Materials procured for the works:

- 7.4.3.1 Submit manufacturers' certificates of origin;
- 7.4.3.2 Submit manufacturers' test certificates detailing the international standard or code of practice under which the testing was performed;
- 7.4.3.3 Ensure that the English language is used for data plates attached to components
- 7.4.3.4 Arrange for all manufacturer and vendor warranties to be vested in the *Employer*;
- 7.4.3.5 Any shipment originating from outside the Republic of South Africa is inspected immediately prior to shipment to confirm its condition and a condition report delivered to the *Project Manager*.
- 7.4.3.6 All shipments are to be opened on site and inspected for transit damage in the presence of the *Supervisor*. The *Contractor* compiles a damage report, signed and countersigned by the *Contractor* and *Project Manager*, and submits this to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the *Project Manager* and the *Employer*.



7.4.3.7 All warranties provided by manufacturers of Plant and Materials procured by the *Contractor*, either directly or through sub-contracts, for incorporation in the works are to be in favour of the *Employer*.

7.4.3.8 Provides a waiver of lien in respect of goods that have been supplied but not yet incorporated in the works and for which the *Contractor* claims payment.

#### **7.4.4 Schedule of spares and consumables**

The *Contractor* provides a schedule of recommended spare parts for the complete dust control plant. The recommended spare parts list should cover the anticipated requirement for a minimum of 12 months operation of the plant from hand-over.

7.4.4.1 The following data is to be listed for each item:

- Part Description,
  - Positional Assembly Indication,
  - Part/Drawing Number,
  - Quantity Used,
  - Quantity Recommended,
  - Delivery Time and Price,
  - Vendor Details.

7.4.4.2 The *Contractor* identifies on the schedule those spare parts which are regarded as essential for the continuous operation of the plant.

7.4.4.3 The *Contractor* submits the schedule of spares and consumables as indicated in the CDS.

#### **7.4.5 Provision of Spare Parts and Consumables**

The *Contractor* provides all spare parts and consumables that may be required during commissioning of the plant, including the performance test.

The *Contractor* does not supply any other spare parts or consumables. However, the *Contractor* must guarantee availability within 24 hours of all parts that may be required for breakdown repairs during the Defect Period.

#### **7.5 Tests and Inspections before Delivery**

The *Supervisor* may, at his discretion, perform surveillance inspection at the *Contractor's* premises, Sub-*Contractor's* premises or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections the *Supervisor* may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The *Contractor* shall ensure free entry and access is given to the *Supervisor* (or his representative), certifying authorities and statutory authorities to inspect the Scope of Work



and review procedures and quality records at all parts of the *Contractor's* and Sub- *Contractor's* premises, or at the location of the Scope of Work while any work or test is in progress.

The *Contractor* shall provide the *Supervisor* with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

Where the *Supervisor* cannot easily visit the *Contractor's* or Sub-*Contractor's* premises for any reason, the *Supervisor* may direct that the tests and inspections be undertaken by an approved inspection authority or independent nominated consultant.

Where inspections and test are carried out by such inspection authority, the *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on Plant and Materials by Others.

#### **7.6 Tests and inspections before delivery**

The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on all electrical installations.

#### **7.7 Marking Plant and Materials outside the Working Areas**

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number.

Plant and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Contractor* provides designated areas sealed off from the rest of the manufacturer's production run in which to store Plant and Material that complete and is awaiting delivery to site.

The *Contractor* delivers digital photographs to the *Supervisor* as proof of marking and storage in designated areas.

#### **7.8 Contractor's Equipment (including temporary works).**

The *Contractor* provides all Equipment necessary to provide the works in a safe and efficient manner.

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.

The *Contractor* shall notify the PSSM 24 hours in advance prior to bringing any new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.

The *Contractor* shall inspect Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.

The *Contractor* shall ensure that all Equipment complies with statutory requirements (Construction Regulations / Occupational Health and Safety Act) and with the Health and Construction Health and Safety Baseline Risk Assessment included in Annexure A

## 7.9 Subcontracting

**7.9.1** The *Contractor* shall not appoint or bring Sub-*Contractors* onto Site without the prior acceptance of the *Project Manager*, and all Sub-*Contractors* will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

**7.9.2** The *Contractor* shall not deviate from an approved Sub-*Contractors* list without prior acceptance of the *Project Manager*

**7.9.3** Subcontract documentation, and assessment of subcontract tenders:

7.9.3.1.1 The *Contractor* is required to appoint his Sub-*Contractors* under the NEC3 Engineering Contract Sub-contract unless accepted otherwise by the *Project Manager*, and all Sub-*Contractors* will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

7.9.3.1.2 The *Contractor* shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

7.9.3.1.3 The *Contractor* **shall 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 than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 8 List of Annexures

**All the annexures listed hereunder shall be deemed to form part of the *Works Information*.**

The Annexures listed in the Table below are available **only** in the soft copy format (CD).

Annexure	Description / Discipline	Document No(s)
A	Construction Health and Safety Baseline Risk Assessment	
B	Transnet SHEQ policy	
C	Standard Environmental Specifications	<b>ENV-STD-002-rev04</b>
D	Construction Environmental Management Plan	<b>ENV-STD-001-Rev04</b>
E	General Quality Requirements for <i>Contractor</i> and suppliers	<b>TNPA-QUAL-REQ-014.1</b>
F	Drawings	As per list in 4.5
G	Technical Project Specifications	As per list in 4.4.4

## SECTION 3

### C3.2 *CONTRACTOR'S WORKS INFORMATION*

The *Contractor* submits with his tender full technical drawings, details and specifications for all equipment and systems required for the works. These details shall include manufacturing, erection, and application details where applicable, performance characteristics as well as any applicable warranties and guarantees.

The *Contractors* works shall include for, but not limited to:

#### **Supply, Delivery and Installation of Various Cables for The Eastern Substation Cable Replacement in The Port of Richards Bay**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
	Site Information	5
	<b>Total number of pages</b>	<b>6</b>

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

### **1.1. General Site Description**

Richards Bay is located approximately 160 km north-east of Durban in northern KwaZulu-Natal (KZN), close to the southern extremity of the Zululand Coastal Plain with the following GPS coordinates: 28°47'08.8"S 32°02'18.2"E. The climate is subtropical with warm to hot summers with a relatively low diurnal temperature range. Mean maximum and minimum temperatures during summer (December, January and February) are approximately 29°C and 21°C respectively. Winters (June, July and August) are mild with mean maximum and minimum temperatures of approximately 23°C and 12°C respectively. Although the area is a summer rainfall region significant falls may occur at any time of year. Wind directions are typically from the northeast or southwest throughout the year.

The *Contractor* shall attend a site visit and get acquainted with the nature of the services, the conditions under which the work is to be performed, the means of access to the site, any limitations or other authorities 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.

The Transnet Nasional Port Authorities intends to replace existing cables that have exceeded their service life. The cables form part of the Carina Medium Voltage (MV) network between Carina, Eastern intake, Admin, Arrivals, Sorting Yard, and Liquid Pitch substations.

Figure 1: Aerial View cable replacement from Admin substation to East substation

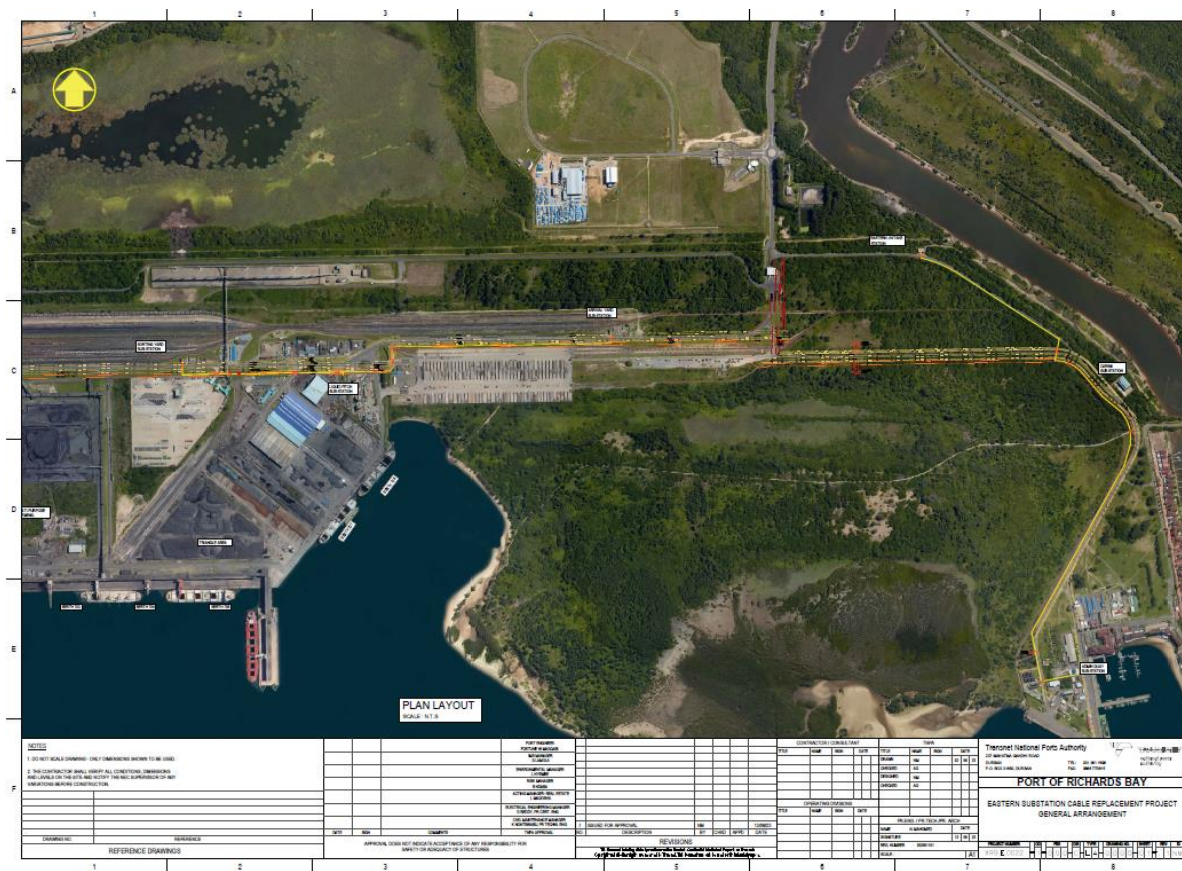




Figure 2: Aerial View cable replacement from Sorting yard, Liquid pitch and Arrivals substations

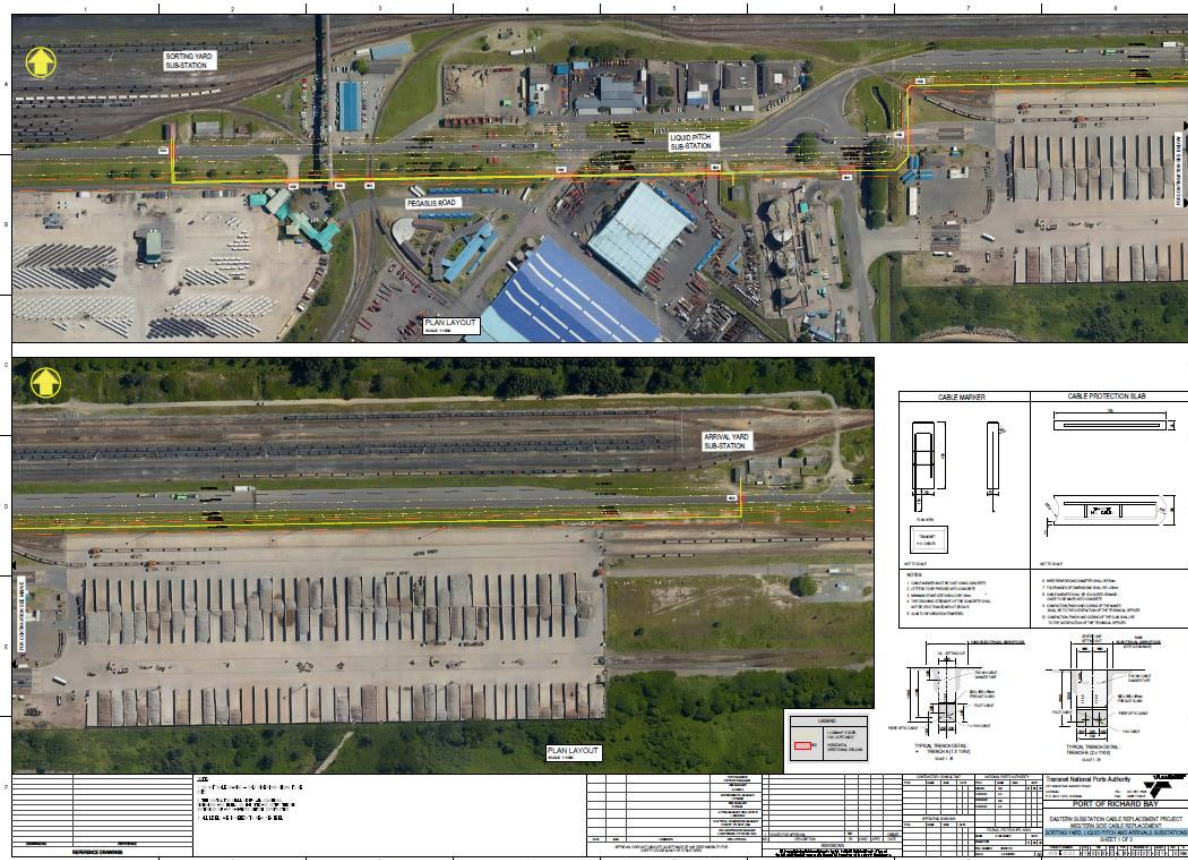




Figure 3: Aerial View cable replacement from Eastern in-take and Admin Quay substations



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/08/0014/38527/RFP  
DESCRIPTION OF THE WORKS: FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS CABLES  
FOR THE EASTERN SUBSTATION CABLE REPLACEMENT IN THE PORT OF RICHARDS BAY

