
Transnet Port Terminal

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF DESIGN, SUPPLY, DELIVERY, REMOVAL, INSTALLATION AND COMMISSIONING OF CENTER POINT JUNCTION BOXES AT BERTH 804 AND 801 FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

RFQ NUMBER	: 11368666 TPT/2025/03/0008/90538/RFQ
ISSUE DATE	: 5 MARCH 2025
COMPULSORY BRIEFING	: 12 MARCH 2025
BRIEFING TIME:	: 11:00AM
CLOSING DATE	: 19 MARCH 2025
CLOSING TIME	: 16h00PM
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)
- C1.3 Form of Guarantee

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information



TRANSNET PORT TERMINAL

TENDER NUMBER: 11368666 TPT/2025/03/0008/90538/Rfq

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF DESIGN, SUPPLY, DELIVERY, REMOVAL, INSTALLATION AND COMMISSIONING OF CENTRE POINT JUNCTION BOXES AT BERTH 804 AND 801 FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE PROVISION OF DESIGN, SUPPLY, DELIVERY, REMOVAL, INSTALLATION AND COMMISSIONING OF CENTRE POINT JUNCTION BOXES AT BERTH 804 AND 801 FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Umhlathuze Building on the 12 March 2025 at 11:00am [11 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.
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	Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. 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. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on (19/03/2025) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

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



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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15], [**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.



TRANSNET PORT TERMINAL

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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**



TRANSNET PORT TERMINAL

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Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions



TRANSNET PORT TERMINAL

TENDER NUMBER: 11368666 TPT/2025/03/0008/90538/RFQ

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		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:	Luyanda Gwala
	Address:	Transnet Port Terminal 25 Gordon Road Richards Bay 3900
	Tel No.	035 905 3891
	E – mail	Luyanda.gwala@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board:	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 2 EP or higher class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 2EP or higher class of construction work or a value determined	

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

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

3. Stage Three - Eligibility with regards to the Certificate of Registration as an Electrical Contractor with the department of labour and the Wireman's License

Bidders must submit a valid Electrical Contractor's registration certificate (for the bidding Company) issued by the Department Of Labour. The certificate must be accompanied by copy of a Wireman's License of the individual appearing on the bidding Company's certificate.

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

4. Stage Four - Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

TRANSNET PORT TERMINAL

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- Name of Tenderer: (.....)
- Contact person and details: (.....)
- The Tender Number: 11368666
- The Tender Description: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

Documents must be marked for the attention of:

Employer's Agent: Luyanda Gwala

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

C.2.15 The closing time for submission of tender offers is: Time: **16:00pm** on the **19 March 2025**.

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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2- 04 Project Management & CVs of Key persons: such as inter alia; Project / Contracts Manager, Construction Manager, H&S Manager, Quality Officer	The Bidder is requested to submit summary CVs indicating the experience of key persons (Technician & Electrician) whom will be used to conduct the works. This is to show the relevant work experience and qualifications and should include references. Ideally the Technician should have a national diploma/N06 diploma in electrical and at minimum five (5) year experience in medium voltage installations Certificates and CVs are required	30	
T2.2-05 Quality Management	As a minimum, the Supplier/Contractor shall submit its Quality System documentation to TPT outlining flowing areas: (a) List of activities to ensure adherence to quality standard (b) Person/people responsible for quality management (c) Quality standard used (d) Tools and techniques (e) Document control and data recording.	20	
T2.2-06 Guarantee and Warranty	The Tenderer is required to indicate on the schedule what guarantee period is offered	10	

TRANSNET PORT TERMINAL

TENDER NUMBER: 11368666 TPT/2025/02/0029/88862/RFQ

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	for the Center Point Junction Boxes, on corrosion protection and installation (workmanship) A Guarantee period on the Junction Box of not less than three years on corrosion protection is required, however longer guarantees will be rewarded during the evaluation A Guarantee period on workmanship for the Center Point Junction Boxes, including insulation and termination of not less than one year is required, however longer guarantees will be rewarded during the evaluation.		
T2.2-07 Previous Experience	1. Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following • Installation of similar works as detailed in the Works Information with reference to: • Previous Experience of 11kV electrical installations conducted by tenderer in the last 5 years. • Tenderers to provide Purchase Orders (POs), to be traceable and contactable to allow verification of track record provided. 2. Sufficient references to substantiate experience indicated (Client name and contact details, project description, purchase order, duration, and value)	40	
Maximum possible score for Functionality			100

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

- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Quality Management
- T2.2-06 Guarantee and Warranty
- T2.2-07 Previous Experience

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,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Eligibility with regards to the Certificate of Registration as an Electrical Contractor with the department of labour and the Wireman's License

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

- T2.2-04 **Evaluation Schedule:** Management & CVs of key personnel
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Guarantee and Warranty
- T2.2-07 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor
- T2.2.20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")



Transnet Port Terminal

Tender Number:11368666 TPT/2025/03/0008/90538/RFQ

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C3 Works Information

2.7 C4 Site Information

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 **2EP 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 **2 EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the 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.

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- 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 **2EP or higher** class of electrical 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 **2EP or higher** class of electrical 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.

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):

T2.2-03: Eligibility Criteria Schedule - Electrical Contractor's Registration and Wireman's License

Note to tenderers:

Tenderers are to indicate their registration as electrical contractors with the department of labour by filling the table below. **Attach a copy of the certificate from department of labour indicating registration as an electrical contractor**

Name	Registration number	Category	Period

1. Tenderers are also to provide wireman's license details of the individual appearing on the bidding company's certificate by filling the table below. **Attach a copy of the wireman's license**

Name	Registration certificate number	ID number

2. Only those tenderers who have provided valid wireman's license and are registered with the department of labour as electrical contractors or capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated.

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):

Center Point Junction Boxes – 804 and 801	Compliance to Eligibility Criteria	Tender Schedule: T2.2-02.03
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for **Center Point Junction Boxes**. **For Evidence tenderers are to submit proof in the form of either qualifications, specifications, drawings, data books, brochures, certificates, etc.** Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e., a **"No" answer / response and No attachment** will lead to disqualification.

Eligibility Criteria		Comply (Yes/No)	Evidence Provided (Yes/No)
1.	Eligibility CIDB level 2 EP or above		
2.	Bidders must submit a valid Electrical Contractor's registration certificate (for the bidding Company) issued by the Department Of Labour. The certificate must be accompanied by copy of a Wireman's License of the individual appearing on the bidding Company's certificate.		

Signed	Date
Name	Position
Tenderer	



Center Point Junction Boxes – 804 and 801	CVs of Key Persons	Tender Schedule: T2.2-04
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Tenderers are required to submit comprehensive CVs for their key persons as requested below.

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view below:
 - a) General experience (total duration on electrical activity) and positions held of each discipline specific team member.
 - b) 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.
 - c) The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Medium Voltage electrical installations).
2. Comprehensive CVs should be attached to this schedule, as a minimum each CV should address the following, but not limited to;
 - a) Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
 - b) Attach proof of qualifications (degrees, diplomas, certificates grades of membership of professional societies and professional registrations)
 - c) Skills
 - d) Name of current employer and position in enterprise
 - e) Overview of postgraduate / diploma experience (year, organization, and position)
 - f) Outline of recent assignments / experience that has a bearing on the scope of work
3. CVs for people proposed for all identified posts including:
 - a) **Technician X 1**
 - The technician must have at minimum a national diploma or N6 diploma in electrical with at least 5 years of experience in medium voltage electrical installations services.
 - b) **Electricians X 2**

Electricians must have a minimum qualification of a trade certificate in electrical and at least 4 years of experience in medium voltage installations. The Electricians must have experience working in similar projects. (Medium Voltage Electrical Installations).
4. No sharing of key personnel roles will be permitted in this project.
5. Details of experience for proposed staff working in similar projects in terms of nature, complexity, and value.

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource

Attached submissions to this schedule:



The scoring of Key Persons will be as follows:

a) Technicians:

CORE	
	The Bidder is requested to submit summary CVs indicating the experience of key persons (Technician) whom will be used to conduct the works. This is to show the relevant work experience and qualifications and should include references. Ideally the Technician should have a national diploma/N06 diploma in electrical and at minimum five (5) year experience in medium voltage installations Certificates and CVs are required
Formula $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	15
0	Technician has no National diploma/N06 diploma in electrical or less than three (3) years of experience in medium voltage installations = 0
30	Technician has a National diploma/N06 diploma in electrical and three (3) or more years of experience in medium voltage installations = 30
60	Technician has a National diploma/N06 diploma in electrical and four (4) years of experience in medium voltage installations = 60
100	Technician has a National diploma/N06 diploma in electrical and five (5) or more years of experience in medium voltage installations = 100



b) Electricians

CORE	
	The Bidder is requested to submit summary CVs indicating the experience of key persons (Electrician) whom will be used to conduct the works. This is to show the relevant work experience and qualifications and should include references. Ideally the Technician should have a national diploma/N06 diploma in electrical and at minimum five (5) year experience in medium voltage installations Certificates and CVs are required
Formula $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	15
0	Electricians have no trade test in electrical or less than one (2) year of experience in medium voltage installations = 0
30	Electricians have trade test in electrical and one (2) years of experience in medium voltage installations = 30
60	Electricians have trade test in electrical and two (3) years of experience in medium voltage installations = 60
100	Electricians have trade test in electrical and three (4) or more years of experience in medium voltage installations = 100

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

Signed		Date	
Name		Position	
Tenderer			

Tender Number: 11368666 TPT/2025/02/0029/88862/RFQ
Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):

Center Point Junction Boxes – 804 and 801	Quality Management	Tender Schedule: T2.2-05
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1. The tenderer is to provide quality management plan and quality control plan based on employers' quality assurance requirements specification (EEAM-Q-009 Quality Management System).
2. As a minimum, the Supplier/Contractor shall submit its Quality System documentation to TPT outlining flowing areas:
 - (a) List of activities to ensure adherence to quality standard
 - (b) Person/people responsible for quality management
 - (c) Quality standard used
 - (d) Tools and techniques
 - (e) Document control and data recording.
3. The Supplier/Contractor shall have, maintain, and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

Attached submissions to this schedule:

.....

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.....

Tender Number: 11368666 TPT/2025/02/0029/88862/RFQ

Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):

The scoring will be as follows:

CORE	
As a minimum, the Supplier/Contractor shall submit its Quality System documentation to TPT outlining flowing areas: (a) List of activities to ensure adherence to quality standard (b) Person/people responsible for quality management (c) Quality standard used (d) Tools and techniques (e) Document control and data recording.	
Formula $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	Weight = 20
0	Project Quality Plan covers less than three (3) of project quality requirements of the project scope (a, b, c, d &e) = 0
30	Project Quality Plan covers three (3) project quality requirements of the project scope (a, b, c, d &e) = 30
60	Project Quality Plan covers three (3) project quality requirements of the project scope (a, b, c, d &e) = 30
100	Project Quality Plan covers all the project quality requirements of the project scope (a, b, c, d &e) = 100

Signed	Date
Name	Position
Tenderer	



TRANSNET PORT TERMINALS

TENDER NUMBER: 11368666 TPT/2025/03/0008/90538/RFQ

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, DELIVERY, REMOVAL, INSTALLATION AND COMMISSIONING OF CENTER POINT JUNCTION BOXES AT BERTH 804 AND 801 FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

Center Point Junction Boxes – 804 and 801	Guarantees and Warranties	Tender Schedule: T2.2-06
--	----------------------------------	---------------------------------

The Tenderer is required to indicate on the schedule what guarantee period is offered for the Center Point Junction Boxes, on corrosion protection and installation (workmanship)

- a) A Guarantee period on the Junction Box of not less than three years on corrosion protection is required, however longer guarantees will be rewarded during the evaluation
- b) A Guarantee period on workmanship for the Center Point Junction Boxes, including insulation and termination of not less than one year is required, however longer guarantees will be rewarded during the evaluation.

Item	Guarantee and Warrantee period	Description of Guarantee
Center Point Junction Box guarantee offered on corrosion protection		
Center Point Junction Box and Installation Workmanship Guarantee		



The scoring of the guarantee and warrantee period will be as follows:

CORE	
	The Tenderer is required to indicate on the schedule what guarantee period is offered for the Center Point Junction Boxes, on corrosion protection and installation (workmanship) a) A Guarantee period on the Junction Box of not less than three years on corrosion protection is required, however longer guarantees will be rewarded during the evaluation b) A Guarantee period on workmanship for the Center Point Junction Boxes, including insulation and termination of not less than one year is required, however longer guarantees will be rewarded during the evaluation.
Formula $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	Weight = 10
0	Less than two (2) years' period of center point junction boxes corrosion protection warrantees and less than one (1) or no installation workmanship warrantee of center point junction boxes provided = 0
50	Less than three (3) but greater/equal to two (2) year period of center point junction boxes corrosion protection warrantees and, One (1) year period on installation workmanship warrantee of center point junction boxes = 50
100	Three (3) or more year period of center point junction boxes corrosion protection warrantees and two (2) or more year's period on installation workmanship warrantee of center point junction boxes = 100

Signed	Date
Name	Position
Tenderer	

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30)

Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):



Center Point Junction Boxes – 804 and 801	Company's Track Record.	Tender Schedule: T2.2-07
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Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

1. Installation of similar works as detailed in the Works Information with reference to:

- Previous Experience of 11kV electrical installations conducted by tenderer in the last 5 years.

Tenderers to provide Purchase Orders (POs), to be traceable and contactable to allow verification of track record provided.

- Sufficient references to substantiate experience indicated (Client name and contact details, project description, purchase order, duration, and value)

3. **Note:** Bidders are to complete all the details in the reference table for it to be considered for evaluation.

#	Name of Previous Customer	Purchase Order	Contact Details	Nature of 11kV installation
1.				
2.				
3.				
4.				
5.				

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description Of The Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT"):

The scoring of the Company's Track Record. will be as follows:

CORE	
	1. Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following • Installation of similar works as detailed in the Works Information with reference to: • Previous Experience of 11kV electrical installations conducted by tenderer in the last 5 years. • Tenderers to provide Purchase Orders (POs), to be traceable and contactable to allow verification of track record provided. 2. Sufficient references to substantiate experience indicated (Client name and contact details, project description, purchase order, duration, and value)
Formula $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight}$	
Score	Weight = 40
0	Less than three traceable PO's on 11kV electrical installations submitted = 0
30	Three (3) traceable PO's on 11kV electrical installations submitted = 30
60	Four (4) traceable PO's on 11kV electrical installations submitted = 60
100	Five (5) or more traceable PO's on 11kV electrical installations submitted = 100

Signed	Date
Name	Position
Tenderer	



T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



T2.2-08: Record of Addenda to Tender Documents

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

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



T2.2-10 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:

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

Transnet Port Terminal

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As

"TPT")



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

[illegible]

Part T2: Returnable Schedules
T2.2-11: Risk Elements

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 =10 +50% Black Youth Owned Entities=10	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

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

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	--

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

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

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

(f) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE:
--	---

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder



T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

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

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

Signed

Date

Name

Position

Tenderer

T2.2-14: RFQ DECLARATION FORM

NAME OF COMPANY:

We _____ do hereby
certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:



Indicate nature of relationship with Transnet:

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

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

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

8. We have acquainted ourselves and agree with the content of T2.2-14

"Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER



T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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



from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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



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



- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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



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

5 DISQUALIFICATION FROM TENDERING PROCESS

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



others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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



business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National



Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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



- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on



which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

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

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

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

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



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

Signature

Date

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

 Signature



T2.2-19: Insurance provided by the *Contractor*

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

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

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



T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.



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

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

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

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



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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Name of Company: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

Transnet Port Terminals

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").



C1.1: Form of Offer & Acceptance Offer

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

Title of the Contract

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:***(Insert name and address of organisation)*Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Transnet Port Terminals

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

**Transnet Port Terminals**

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Transnet Port Terminals

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

**Transnet Port Terminals**

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminal
10.1	The <i>Project Manager</i> is: (Name)	Decio Parruque
	Address	Gordon Road
	Tel	Richards Bay
	e-mail	3901



10.1	The <i>Supervisor</i> is: (Name)	Eric Ngcebo Gumedede
	Address	Gordon Road Richards Bay 3901
	Tel No.	035 905 3981
	e-mail	Ngcebo.gumedede@transnet.net
11.2(13)	The works are	For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801
11.2(14)	The following matters will be included in the Risk Register	Transnet Port Terminal-Richards Bay
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC
30.1	The <i>access dates</i> are	Part of the Site Date N/A
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBC
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	N.A



4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive monthly on the
51.1	The <i>currency of this contract</i> is	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: The place where weather is to be recorded (on the Site) is: Transnet Port Terminal The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:



and which are available from:

South African Weather Service 012 367 6023
 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Rainy season /inclement weather may impact the project timelines.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & 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
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability



	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> 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/R10 000 000.**
 - 5 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
-



84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)



The place where arbitration is to be held is **South Africa**

The person or organisation who will choose an arbitrator

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

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

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are

R 5000.00 per day not exceeding 10% of the contractual value per day

Z Additional conditions of contract are:



Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

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

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

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



iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

• **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6

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

Z4 **Additional obligations in respect of Termination**

Z4.1

The following will be included under core clause 91.1:

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

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

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



Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <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: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.



Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			



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 Port Terminal
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No.

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

Transnet SOC Limited, Registration No. 1990/000900/30

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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



4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

TRANSNET PORT TERMINALS

TENDER NUMBER: 11368666 TPT/2025/03/0008/90538/RFQ

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, DELIVERY, REMOVAL, INSTALLATION AND COMMISSIONING OF TUNNEL PLUGS AT BERTH 609, 701 AND 702 FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	15
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

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

Identified and
defined terms 11
11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring.

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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

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

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

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

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

2.3. Departures from the *method of measurement*

2.3.1.

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

2.4. 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.

2.4.1.

C2.2 the *bill of quantities*

1. Services Required

Item No.	Description	Unit	Qty	Rate/Price per item	Total Amount
1.	Removal of the existing damaged junction box	Sum	5		
2.	Installation of the new 11kV junction box/enclosure	Sum	5		
3.	Wiring of the new 11kV junction box/enclosure insulators and busbars	Sum	5		
4.	Termination of the cable from the substation (XLPE)	Sum	5		
5.	Termination of the cable from the machine (Protolon)	Sum	5		
TOTAL AMOUNT					

2. Items to be Supplied

Item No.	Description	Unit	Qty	Rate/Price per item	Total Amount
1.	11kV Enclosure – Hv High Voltage Junction Box Zone 1 & Zone 2 Hazardous Area ATEX Enclosure type- high voltage. Ingress protection IP66/67 Material — 2mm 316L stainless steel (EN 4404) enclosure with orbital finish, silicone gasket and captive 316 stainless steel fasteners, 3mm 316L (EN 1.4404) stainless steel gland plates	Each	5		
TOTAL AMOUNT					

Total Price to be carried over to the Form of Offer & Acceptance (Excl. VAT)

PART C3: SCOPE OF WORK

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

PART C3: SCOPE OF WORK	1
SECTION 1.....	4
1 Description of the works	4
1.1 Executive overview	4
1.2 <i>Employer's objectives</i>	4
1.3 Guarantees and Warranties	4
1.4 Interpretation and Terminology	4
2 Engineering and the Contractor's design	6
2.1 <i>Employer's Responsibilities</i>	6
2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to Design	6
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design	7
2.4 Review and Acceptance of <i>Contractor</i> Documentation	7
2.5 Use of <i>Contractor's</i> design	7
2.6 Design of Equipment	7
2.7 As-built drawings, operating manuals, and maintenance schedules	8
3 Construction	8
3.1 Temporary <i>works</i> , Site services & construction constraints.....	8
a) Access permissions and restrictions for all personnel and equipment will apply.....	9
b) All personnel to remain within the site boundary at all times.....	9
3.2 Completion, testing, commissioning, and correction of Defects	14
4 Plant and Materials Standards and Workmanship.....	14
4.1 Electrical & mechanical engineering works.....	14
SECTION 2.....	15
5 Management and start up.....	15
5.1 Management meetings	15
5.2 Documentation Control.....	16

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

SECTION 1

1 Description of the works

1.1 Executive overview

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

Currently the terminal is faced with a challenge of damaged and old design type 11 kV center points junction Boxes located along Berth 804 and 801 galleries. The center points are responsible for the supply of power to Elmec 1, Mantakraf and the new CNBM ship loaders. These center points are now damaged and exposed to weather elements and the plant dusty conditions as a result we experience equipment down time due to insulation failure resulting on earth faults. To ensure safety and continuous supply of power to the ship loaders, the 11kV electrical junction boxes must be replaced with the latest IP rating junction box.

1.2 Employer's objectives

TPT's objective is for a successful bidder to replace the existing center points along berth 804 and 801 as listed on the below scope, to ensure continuous operation and safety requirements to plant equipment and employees is met.

1.3 Guarantees and Warranties

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

- The Tenderer is required to indicate on the schedule what guarantee period is offered for the center point junction boxes, including the corrosion protection and installation (workmanship).
- A Guarantee period on the center point junction boxes of not less than three years on corrosion protection is required.
- A Guarantee period on workmanship for the center point junction boxes, insulators and terminations, of not less than one year is required, however longer guarantees will be rewarded during the evaluation.

1.4 Interpretation and Terminology

The following abbreviations are used in this Works Information:

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

CRL	Contractor Review Label
CIRP	Contractor's Industrial Relations Practitioner
CM	Construction Manager
CSHEO	Contractor's Safety, Health and Environmental Officer
DTI	Department of Trade and Industry
DGN	CAD file format supported by Microstation
DWG	Drawings
HAZCON	Hazard of Construction
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
ISO	International Standard Organisation
ISPS	International Ship and Port Facility Security Code
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee

JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
MSP	Microsoft Projects
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PIRM	Project Industrial Relations Manager
PSPM	Project Safety Program Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SACNASP	South African Council for Natural Scientific Professions
SACPCMP	South African Council for Project and Construction Management Professionals
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
CESSG	Contractor Environmental and Sustainable and Specification Guideline
SHEO	Safety, Health and Environment Officer
TPT	Transnet Port Terminals

2 Engineering and the Contractor's design

2.1 Employer's Responsibilities

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

2.2 Parts of the works which the Contractor is to Design

The *works* that the *Contractor* is to perform *involve* the design, supply, delivery, removal of old center point junction boxes, installation, and commissioning of new center point junction boxes at berth 804 and 801

The major activities of the *works* include:

2.1.1 Design, supply, install and commission 11kV electrical enclosure (JUNCTION BOX) for the Elmec 01, CNBM and Mantakraf loaders center points with the following specification:

- a) Enclosure type- high voltage
- b) Ingress protection IP66/67
- c) Material — 2mm 316L stainless steel (EN 1.4404) enclosure with orbital finish, silicone gasket and captive 316 stainless steel fasteners, 3mm 316L (EN 1.4404) stainless steel gland plates.
- d) Earthing- via studs on enclosure, door, and gland plates.
- e) Suitable for 11kV
- f) Colour - Orange
- g) Electrical Enclosure Type – High Voltage (HV) Ambient Temperature Rating --20°C to +40°C or - 50°C to +55°C (refer to certificate)
- h) Maximum Number of HV Cable Terminations – 3 conductors per phase in & 3 conductors per phase out.
- i) Number of HV Cable Gland Plates – Depend upon configuration.
- j) Crimp Lugs – 6sqmm to 1000sqmm.
- k) Connector Size – 6sqmm to 150sqmm for 4 Way 35sqmm to 240sqmm for 3 Way.
- l) Earthing – Via Studs on Electrical Enclosure, Door & Cable Gland Plates
- m) Mounting – Via 3mm Thick External Mounting Straps, Slotted Upper Strap for Ease of Installation.

2.1.2 The *Contractor* shall supply stainless steel glands.

2.1.3 The *Contractor* shall perform termination of both cable coming from the substation (XLPE) and the cable coming from the machine cable (Protolon)

2.1.4 The *Contractor* to provide their own lugs and crimping equipment.

2.1.5 The electrical enclosure box (Junction box) shall be rigidly mounted on a cement slab.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

2.1.7 The *Contractor* shall provide have their own tools to perform the work, i.e. jackhammer or concrete cutting tools.

2.1.8 The electrical enclosure box (Junction box) shall have notices, high voltage warning labels, and color-coded phases.

2.1.9 The electrical enclosure box (Junction box) shall have provision for locking using a padlock.

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

2.3.1 The *Contractor* shall address the following procedures:

- All designs done by the *Contractor* must comply with all relevant SANS and SABS and must be carried out by a person with wireman's licence
- The contractor shall provide a Certificate of Compliance (COC) on completion of the works

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

2.4 Review and Acceptance of *Contractor* Documentation

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

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

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

2.5 Use of *Contractor's* design

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

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

- The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any future tenders and construction of modular facilities.

2.6 Design of Equipment

2.6.1 The principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under **ECC Clause 23.1**

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

2.7.1 The *Contractor* provides the following:

- a) As Built /Final Documentation

2.7.2 Installation, Maintenance and Operating Manuals and Data Books

- a) The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- b) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- c) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- d) The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- e) The address, phone numbers, fax numbers and reference numbers of all Subcontractors is provided.
- f) Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- g) The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.
- h) All electronic copies (pdf.) of Data Packs to be properly indexed.
- i) A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
 - Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - *Contractor* Name

3 Construction

3.1 Temporary works, Site services & construction constraints

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

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

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

- a) All *Contractor* staff entering the Transnet Port Terminal (TPT) facility will undertake an alcohol breathalyser on a daily basis
- b) All relevant PPE must be worn by Site personnel when entering the Port.
- c) All vehicle permits must be obtained prior to site access
- d) All relevant personnel inductions must be done prior to site access being granted.

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

- a) The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Area. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations (Where required, the contractor to provide Traffic Management)
- b) The *Contractor* ensures the safe passage of *Contractor's* traffic to and from the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for the protection, direction, and control of traffic.
- c) The *Contractor* ensures that none of his personnel and Equipment will be allowed to move outside of his allocated Site and Working Areas. To this end, access routes are allocated and co-ordinated by the *Project Manager*.
- d) The *Contractor* ensures that all his construction personnel and Equipment remains within his allocated and fenced off construction area.

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

- a) Access permissions and restrictions for all personnel and equipment will apply
- b) All personnel to remain within the site boundary at all times

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

- a) The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the proposed working hours.
- b) In the event that the Contractor requests to work overtime to make up for time lost due to his own delays, the Contractor will be liable for the supervision cost required from The Employer's team during The Works.
- c) The Contractor complies with a nine (9) hour a day, five (5) day a week standard workday/week for all activities to be undertaken by his people (including SubContractors) employed on site.

- d) The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.6 Health and safety facilities on Site to comply with the OSH ACT.
- 3.1.7 The *Contractor* provides a notice board in terms of Transnet requirements at a location to be approved by the *Project Manager* on site.
- 3.1.8 The *Contractor* provides progress photographs at weekly intervals in electronic format to the *Project Manager*.
- 3.1.9 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.10 Site services and facilities:
- a) For the duration of the Contract, the *Project Manager* will provide an area, free of charge, of the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment when needed.
 - b) No connection to the sewer system will be made available to the *Contractor*, therefore a *Contractor* shall provide portable chemical type toilets for use on site by his people.
 - c) All costs for preparation of the site establishment area are for the *Contractor's* account.
 - d) The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.
 - e) The *Contractor* provides, at his own cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition. Safe disposal certificates to be obtained for all waste removed.
 - f) The *Supervisor* (or his nominated representative) conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the Contractor rectifies all defaults.
 - g) The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the works in accordance with the Traffic Management Plan.
 - h) Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in the area.
 - i) The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

- j) Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- k) Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Area all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- l) No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- m) Demolition of all temporary structures, surfaces, etc., shall be first approved by the *Project Manager* prior to the work being carried out.
- n) The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Areas security.
- o) No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar), accepted by the *Project Manager*.
- p) The *Contractor* shall provide everything else necessary for Providing the Works.

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

3.1.12 Facilities provided by the *Contractor*:

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

3.1.13 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation,

laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.14 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.10 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

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

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

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

- m) All existing services shall be treated as in service and "live". All necessary Safety Instructions of *The Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.
- n) In the case of electrical services, the *Contractor* shall trace, locate, and identify all cables within the service and record the information as per this Works Information above.

3.1.16 Control of noise, dust, water, and waste

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

3.1.17 Excavations and associated water control

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

3.1.18 Giving notice of work to be covered up:

- a) The *Contractor* notifies the *Supervisor* in writing of any elements of The Works which are to be covered up. This notification is given not less than 48 (forty-eight) hours prior to the proposed covering up.
- b) The *Contractor* shall not cover The Works without the authorization of the Supervisor.
- c) The Contractor shall make the *Project Manager* and Supervisor aware of any tests and inspections required by The *Employer's* Quality Management Procedures. Notification of required test and/or The *Employer's* Engineers inspections to be given 24 (twenty-four) hours in advance.

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The work to be done by the Completion Date.

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

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

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

4 Plant and Materials Standards and Workmanship

4.1 Electrical & mechanical engineering works

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

SECTION 2

5 Management and start up

- a) It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.
- b) Depending on the size and complexities of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, environmental, compensation events, subcontracting, overall co-ordination, and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering, and design management, may also be warranted.

5.1 Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of

confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

5.2 Documentation Control

- a) In undertaking the *works* all documentation requirements for the *works* shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (*Contractor* Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.
- b) TPT's Project Document Controller will take the responsibility for the management of all technical and non-technical documentation throughout the life cycle of the Project. All documentation produced for and on behalf of the project will be registered with document control and its management thereof.
- c) This will include the registration, classification, managing, scanning, tracking, filing, storing, distribution and filing of all hardcopy and electronic documentation generated for and on behalf of the project.
- d) All documentation and data created for the Project shall be numbered and named according to the TPT Codification Procedure. Such numbering is only available from the Project's Document Control Group.
- e) All contract correspondence is issued through document control. All communication to submitted electronically and is to be addressed to the Project Manager and Transnet Port Terminals Doc Control mailbox at all times email: RBayDocControl@transnet.net.
- f) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.
- g) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to Doc Control RBayDocControl@transnet.net to replace the out-dated information.
- h) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- i) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

- j) The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. Eg One drive should be used for document submission that exceed the email space requirement.
- k) The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
- l) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding electronic PDF and 'Native' file formats upon final submission.
- m) The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- n) Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

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

5.3 Safety risk management

5.3.1 Health and Safety Standard

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

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

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *works*, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TPT, its *Contractors*, employees, agents and invitees, or any Government Body.

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

The *Contractor* must comply and is responsible for ensuring that all of its Subcontractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

5.3.3 *Contractor's* Health and Safety Management

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

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

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



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

accordance with legal or project requirements, including the appointment of a *Project Manager*, Health and Safety Officers, *Supervisors*, Health and Safety Representatives, and First Aiders;

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

all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Section (2)).

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

5.3.4 *Contractor's* Safety Officer

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

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

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

- a) Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and Subcontractor personnel (particularly the

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

Contractor's Project Manager) to help ensure compliance at all times;

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

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

- a) A computer with access to all necessary systems, including access to e-mail and the internet;

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

5.3.5 *Contractor's* Safety Manual

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



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

The *Project Manager* may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the *Contractor* by the *Project Manager*. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract. The *Contractor* must give prompt written notice to the *Project Manager* of any objection to the requested supplement, including the reasons for objection. The *Project Manager's* rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

5.3.6 Performance Measurement and Reporting

a) Health and Safety Statistics

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

b) Safety Management Records

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

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

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

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

action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

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

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

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

d) Unsafe Act/Condition Auditing

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

e) Involvement, Communication and Motivation

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

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

f) Safety Meetings

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

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

Such meetings should at least address:

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

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

g) Pre-Start Safety Briefings

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

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

h) Site Safety Review Committee

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

i) HAZOP Review

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

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

j) Job Safety Analysis

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

k) Lines of Communication

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

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

5.3.7 Roles and responsibilities

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

5.3.7.1 Construction Manager

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

5.3.7.2 Project Site Safety Manager:

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

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

5.3.8 Commissioning Safety Study

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

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

The elements to be considered include:

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

5.3.9 Housekeeping

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

5.3.10 Document Control

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

5.3.11 Medicals

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

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



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

5.4 Environmental Constraints and Management

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

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

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

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

The *Contractor* must sign the Declaration of Understanding as a commitment (Commitment to conform to the SOP: CEM) abide with TPT's Environmental Control Framework and Project Environmental Specifications. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

The *Contractor* shall perform the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SOP: CEM, PES and CESSG.

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

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

5.4.3 The *Contractor* must appoint a Safety, Health & Environmental Officer (SHEO) to monitor and manage compliance to Environmental Specification and all applicable environmental

legislation. The SHEO must as a minimum have at least 5 years work experience in environmental management within the civil/structural and/or construction projects.

5.4.4 The *Contractor* will be required to submit a SHE file to TPT post award of tender.

Requirements of the *Employer* will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.

5.4.5 The overarching obligations of the *Contractor* under the CESSG before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 5.10 of the CESSG) for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

5.4.6 The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the SOP: CEM. These method statements shall form part of the environmental file.

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

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

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

- a) A copy of the SOP: CEM and CESSG shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
- b) Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the *Supervisor* and TPT *SHEQ Manager* or *Project Environmental Resource*. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

if they have not been approved by the TPT Environmental Manager or Project Environmental Resource.

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

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

5.5 Quality Assurance Requirements

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

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

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

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

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

5.5.5 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

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

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

5.5.7 The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the Works Information. Site Access will not be granted unless the PQP has been accepted by *The Employer*.

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

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

- Documentation Control
- Design Control
- Procurement

5.5.10 The Inspection and testing mean:

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

5.6 Programming constraints

5.6.1 The *Contractor's* construction WBS as a minimum shall include but not be limited to the following WBS Elements:

- a) Procurement and delivery of all long lead items necessary to Provide the *works* in line with the stipulations of the *Employer's* Works Information. Long lead items include but are not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent *works*.
- b) *Contractor's* design as well as associated procedure for *Contractor's* design submission and acceptance of any portion of the *works* and/or approval of Plant as stipulated under Sections 1 Clause 2 of the Works Information in accordance with the stipulations for submission, acceptance and approval as stipulated under the relevant section(s) of the *Employer's* Works Information; including any other additional design



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

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

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

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

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

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

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

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

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

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

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

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

- 5.6.12 Each programme submitted by the *Contractor* to the *Project Manager*, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources) with the exception of the *Contractor's* tender programme submission.
- 5.6.13 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as listed in the NEC 3, ECC, Clause 31.2.
- 5.6.14 The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and no later than the period stipulated under *Contract Data Part One* (2 weeks after the Contract Date); to agree and set-up including but not limited to - the first schedule for acceptance; monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.
- 5.6.15 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*, including a spread sheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.
- 5.6.16 The *Contractor's* programme shows the following levels:
- a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
 - c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.
 - d) Level 4 Project Schedule –detailed discipline/speciality level schedule decomposed to the appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
 - e) A narrative status report, which includes but is not limited to status and performance of operations on the *Site* and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

5.7 Reporting and Monitoring

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

- 5.7.4 The *Contractor* completes an assessment of all activities in progress and to completion to determine physical percentage complete, forecasted completion dates, deviations from the Accepted Programme and proposes remedial action to rectify deviations.
- 5.7.5 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the accepted programme and any remedial actions proposed by the *Contractor*.
- 5.7.6 The *Contractor* submits the programme narrative report detailing the status and performance of operations on the Site and Working Areas, status and performance of operations outside the Working Areas, man-power histograms, Plant and equipment histograms, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
- 5.7.7 The *Contractor's* **fortnightly** project progress report (narrative report) includes but is not limited to:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
 - Progress Spreadsheet detailing actual progress achieved (target/planned quantity versus actual quantity) on current (critical) activities for the previous week, planned progress for the current week, deviations and proposed recovery for each activity in question. A 1-week Look Ahead Spreadsheet in line with the aforementioned stipulations to be included. Priority to be given to identification of critical activities, progress and any deviations from planned performance in this regard.
 - 3-week Look Ahead Schedule showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
 - Dependencies/Deliverables matrix detailing interim approvals and/or any other inputs/requirements from *Employer/Supervisor/Project Manager/Others* or any other project *Stakeholder* in line with the activities identified in the 3-week Look Ahead Schedule.
 - Interfacing Matrix, detailing timeous identification of any requirements for providing the *works* and/or *works* to be executed by *Others* and any other *Stakeholders* party to this contract in line with the stipulations of the *Works Information*.
 - Manpower Histogram – reflecting actual, forecasted and planned activities.
 - Plant and Equipment Histogram – reflecting actual, forecast and planned activities.
 - Identification critical activities, progress and any deviations from planned performance.
 - Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/Rfq

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

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

- a) Monthly, the *Contractor* completes an assessment of all activities in progress and to completion, and accordingly revises and submits the updated programme for acceptance and cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.
- b) The *Contractor's* monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the *Project Manager*. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to, the following;
 - Summary of progress achieved during the reporting period.
 - Latest Accepted Programme.
 - Deviations from the current Accepted Programme and action plans to rectify.
 - Project milestones table – planned versus actual and forecast.
 - Status and performance of operations on the site and Working Areas.
 - Status and performance of operations outside Working Areas.
 - Cash flow forecast report.
 - Digital photographic record of the progress of the *works*.
 - Manpower histograms, including a control spread sheet detailing specific over allocation and/or conflicts in allocation of resources.
 - *Contractor's* Plant and equipment histograms, including a control spread sheet detailing specific over-allocation and/or conflicts in allocation of resources.
 - S-curves of overall progress.
 - Critical action items list (top 10).

5.8 Contractor's management, supervision, and key people

5.8.1 The *Contractor* shall make an adequate, experienced, and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimise the replacement of project team members in order to ensure optimum contract management continuity and efficiency.

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

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

a) **Technician**

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

b) **Electricians**

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

5.9 Contract change management

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

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

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

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

5.11 The *Contractor's* Invoices

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

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

5.11.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number [insert relevant details].

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

TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

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

5.11.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

P O Box

.....

.....

For the attention of

Invoices submitted by hand are presented to:

Transnet Group Capital

.....

.....

.....

For the attention of

The invoice is presented as an original.



TRANSNET PORT TERMINALS

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

PART C4: SITE INFORMATION

Document reference	Title	No of page
C4	This cover page	1
	Site Information	1
	Total number of pages	2

TRANSNET PORTS TERMINAL

Tender Number: 11368666 TPT/2025/03/0008/90538/RFQ

Description of the Works: For The Provision Of Design, Supply, Delivery, Removal, Installation And Commissioning Of Centre Point Junction Boxes At Berth 804 And 801 For Transnet Soc Ltd (Reg No. 1990/000900/30) Operating As Transnet Port Terminals (Hereinafter Referred To As "TPT").

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The area where the works or equipment to be delivered will be within the Port of Richards Bay Boundary. The central point of the site delivery will be HT building, this is where all the equipment will be checked and accepted by the *Supervisor*. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility".

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

Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet Port terminals has strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the Supplier. Prior arrangement must be made with the Purchaser.

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

The project scope does not involve construction, but design, supply, delivery, removal, installation and commissioning of center point junction boxes at berth 804 and 801.

1.3. Subsoil information

N/A

1.4. Hidden services

The Supplier is to apply care not to damage existing services during design, supply, delivery, removal, installation and commissioning of center point junction boxes at berth 804 and 801. See project specification for further requirements.

1.5. Other reports and publicly available information

The mentioned information will not be applicable in this project, see project specification