

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921/TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: SOUTH SUBSTATION REFURBISHMENT, FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

RFP NUMBER	: iCLM DB 921/TPT
ISSUE DATE	: 06 MARCH 2025
COMPULSORY BRIEFING	: 14 MARCH 2025
CLOSING DATE	: 26 MARCH 2025
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer]. It is estimated that tenderers must have a CIDB contractor grading designation of 7EP or higher class of construction work.

DESCRIPTION	The South Substation Refurbishment for Transnet SOC Ltd (Reg no. 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred as "TPT") For the Durban Container Terminal as a once off supply
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	<p>A Compulsory Tender Clarification Meeting will be conducted at the Port of Durban Container Terminal, Bayhead Road off Entrance 7, Hlanganani Boardroom, Pier 2 Park Home, on the 14 MARCH 2025., at 10:00am for a period of \pm 3 (three) hours. [Tenderers to provide own PPE (safety vest and safety shoes), transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p>A Site visit to the South Substation Refurbishment will take place after the clarification meeting, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01a hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01a to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (26 March 2025)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;

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- 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) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any

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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.

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- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-18, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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**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**

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) C1.3 Form of Securities

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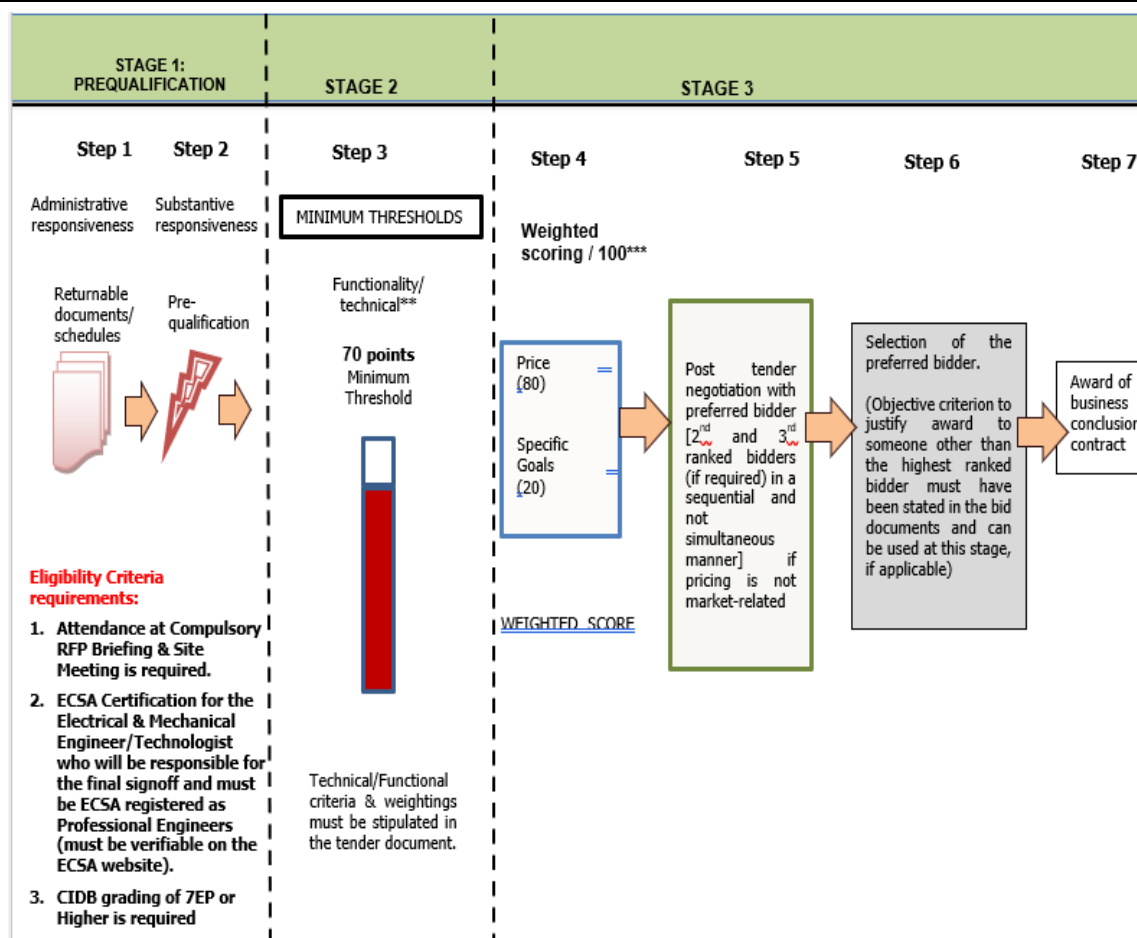
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	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Regional Contracts Specialist
	Name:	Hlengiwe Mthimkhulu
	Address:	TPT Admin Building, Durban Container Terminal – Pier 2, 2 nd Floor Port of Durban
	Tel No.	031 – 361 8708
	E – mail	Hlengiwe.Mthimkhulu@transnet.net

Evaluation Methodology

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:

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

- **Eligibility with regards to ECSA Certification:**

ECSA Certification is required for the Electrical & Mechanical Engineer/Technologist who will be responsible for the final signoff and must be ECSA registered as Professional Engineers (must be verifiable on the ECSA website).

- **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 **7EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

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

2. Stage Two - 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.

3. Stage Three – Weighted Scoring (Price & Specific Goals):

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.

Preferential Procurement points will be allocated as per the table below:

Preference Point System 80/20		
Specific Goals	Number of Points	Price
B-BBEE Level 1&2	10	
BO EMEs & QSE (51% BO)	10	
Total	20	80

Note: Stage three also includes post tender negotiations, objective criteria and award of business

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 T2.2-01a certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **iCLM DB 921/TPT**
- The Tender Description: **The South Substation Refurbishment at the Ports of Durban Terminal – Pier 2, for Transnet SOC Ltd (Reg no. 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred as "TPT") as once off supply**

Documents must be marked for the attention of:
Employer's Agent: Hlengiwe Mthimkhulu

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: **12:00pm** on the **26 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. Proof of CIDB 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 shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-02 ECSA Certification
- T2.2-03 Management and CV's of Key Persons
- T2.2-04 Previous Experience
- T2.2-05 Method Statement
- T2.2-06 Health and Safety Environment
- T2.2-08 Details of Plant Offered

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

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

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

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:

- T2.2-01a **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-01c **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02 **Stage One as per CIDB: Eligibility Criteria Schedule** - ECSA Certification

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

- T2.2-03 **Evaluation Schedule:** Management and CV's of Key Persons
- T2.2-04 **Evaluation Schedule:** Previous Experience
- T2.2-05 **Evaluation Schedule :** Method Statement
- T2.2-06 **Evaluation Schedule:** Health and Safety Environment
- T2.2-08 **Evaluation Schedule:** Details of Plant Offered

Stage Three (Step 4): these schedules will be utilised for Specific Goals:

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

2.1.3 Returnable Schedules:

General:

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Details of Plant Offered
- T2.2-14 Schedule of proposed Subcontractors
- T2.2-15 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Supplier Integrity Pact



T2.2-22 Supplier Code of Conduct

Bonds/Guarantees/Financial/Insurance:

T2.2-23 Insurance provided by the Contractor

T2.2-24 Form of Intent to provide a Performance Guarantee

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

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

2.7 C3 Works Information

2.7 C4 Site Information

Note: List of Annexures as part of C3 additional to works Information shall be issued only to attendees during clarification meeting via a shared link.

Annexure A : List of Drawings

Annexure B : General Quality Requirements for Contractors and Suppliers

Annexure C : Project Health and Safety Specification (PHSS-0001)

Annexure D : TPD-001-EL&PSPEC - Technical Specification for the Supply and Installation of Electrical Lighting and Power in Buildings other than Dwelling Houses

Annexure E : TPD-003-CABLESPEC - Technical Specification for the Installation of Medium and Low Voltage Cables

Annexure F : TPD-004-EARTHINGSPEC - Technical Specification for the Design Supply and Installation of Lightning Protection and Earthing for Buildings and Structures



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Annexure G : TPD-007-MVSWITCHSPEC - Technical specification for indoor medium/high voltage (1kV to 33kV) alternating current switchgear and control gear

Annexure H : High Level Commissioning Management Plan

Annexure I : Standard Operating procedure- Construction Environmental Management Programme (SOP-CEMP)

Annexure J : Contractor Environmental and Sustainable Specifications

T2.2-01a: 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:	Port of Durban Container Terminal – Pier 2	
On (date)	14 March 2025	Starting time: 10h00

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

T2.2-01c: 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 **7EP 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 **7EP 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.



STAATSKOERANT, 8 AUGUSTUS 2019

DEPARTMENT OF PUBLIC WORKS

NOTICE 423 OF 2019

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION

WORKS CONTRACTS

AUGUST 2019

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

2) Conflicts of interest in respect of those engaged in the procurement process include direct,

indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted

weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender

data for an agreed additional period with or without any conditions attached to such extension.

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies



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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

follows:

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement Qualitative interpretation of goal

Fair The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform

the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken



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

TRANSNET PORT TERMINALS
TENDER NUMBER: iCLM DB 921/TPT
DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

T2.2-01b: Eligibility Criteria Schedule - ECSA Certification

Tenderers are to indicate their compliance in terms of **ECSA Certification** by filling in the table below.

Attach a copy of the ECSA Certificate as a ECSA registered Professional Engineer.

Failure to comply with eligibility criteria i.e., a "No" answer or "No" response will lead to disqualification.			
Eligibility Criteria:		Comply (Yes/No)	Evidence Provided (Yes/No)
1.	The Tenderer to provide ECSA Certification for the Electrical Engineer/Technologist who will be responsible for the final signoff and must be ECSA registered as a Professional Engineer (must be verifiable on the ECSA website).		
2.	The Tenderer to provide ECSA Certification for the Mechanical Engineer/Technologist who will be responsible for the final signoff and must be ECSA registered as a Professional Engineers (must be verifiable on the ECSA website).		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TECHNICAL EVALUATION									
DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS “TPT”) FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY									
Evaluation Criteria	Description	Scoring Principal				Returnable Schedule	Criteria Yes/No	Weighting	
Eligibility	Proof of professional registration of Key Persons required in the project organogram are supplied.	The tenderer submits all active professional registration certificates with Engineering Council of South Africa (ECSA) .				T2.2-02	Yes/No	NA	
		Electrical Engineer / Technologist							
		Mechanical Engineer / Technologist							
	Confirm details of plant offered Comply with the Works Information	MV Switchgear	Tenderers are required to submit the form of offer for critical plant. This will be used to evaluate the compliance to the employers works information. Where there is/are material deviation/s from the employers WI requirements, the Bid will be considered unacceptable.			T2.2-08	Yes/No	NA	
MV Switchgear Terminations									
	Fire Detection and Suppression								
Management and CVs of Key Persons	Profession / Resource		Weighting		Scoring		T2.2-03	Management of CV's	20
	Management and Engineering,	Project Manager		10%	Relevant Technical experience = 5 Education, training, and skills = 5 Knowledge of issues pertinent to the project = 10				
		Construction Manager		30%					
		Installation Electrician		20%					
		Protection Engineer		20%					
		Mechanical Engineer		20%					
Previous Experience	Demonstrate past experience in the delivery of similar projects “of a minimum value of R10m per project” in last 10 years, and reference supplied: with following as a minimum <ul style="list-style-type: none">Electrical MV and LVEarthing and lightningAutomatic fire detection and suppression system					T2.2-04	Previous Experience	30	
		Electrical MV Substations works 15 points Earthing and lightning protection 30%, and power systems modelling and simulation 70% 8 points Automatic fire smoke detection and suppression system 70%, HVAC 30% 7 points							
Method Statement	The tenderers need to sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project linked to the submitted project programme.	Sections	Weighting	Scoring					
		Clearly articulated and based on the Works Information which includes the design, general arrangements of switchgear, power system study investigations and criteria. Approach to ensuring less disruption to operations.	20	0: The Tenderer has submitted no information or inadequate information to determine a score. 20: The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. 40: The technical approach and / or methodology is poor, not realistic, and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. 60: The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic. 80: The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. 100: Besides meeting the “80” rating, the important issues are approached in an innovative and efficient way. The approach paper details ways to improve the project outcomes and the quality of the outputs.		T2.2-05	Method Statement	35	
		Electrical MV infrastructure Installation Works (60%) Power system modelling and simulation (20%) Automatic fire detection and suppression system, and HVAC (20%)	Demonstrates a clear understanding of the project objectives and the Employer’s specifications. Clear construction, and commissioning methodology. Outline the project specific requirements of the SHEQ requirements.						15

	Project Specific Safety Plan Documented Health and Safety Plan in accordance with Transnet Project Health and Safety Specification.	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (score 20): Information supplied is totally insignificant / inadequate to meet Employer’s requirements. (score 40): Health and Safety Plan submission unlikely to ensure compliance with stated Employer’s Works Information. (score 60): Health and Safety Plan submission possibly able to ensure compliance with stated Employer’s Works Information. (score 80): Health and Safety Plan submission likely to ensure compliance with stated Employer’s Works Information. (score 100): Health and Safety Plan submission most likely to ensure compliance with stated Employer’s Works Information.			4
	Policy (Signed by the CEO / Accounting Officer) 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor’s activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (score 20): 1 of the 5 key policy components are recognized and meet the Employer’s requirement. (score 40): 2 of the 5 key policy components are recognized and meet the Employer’s requirement. (score 60): 3 of the 5 key policy components are recognized and meet the Employer’s requirements. (score 80): 4 of the five key policy components are recognized and meets the Employer’s requirements. (score 100): All 5 key policy components are recognized and meets the Employer’s requirements			2
	Organisational Chart in line with the OHS Act/ Construction regulations - Roles & Responsibilities S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer Registered with the SACPCMP, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, S.17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and applicable Regulations.	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (Score 20): An organisation chart included, showing on-site and off-site management (including the key people identified as per required legal appointments) as per construction regulations and Transnet Project health and safety Specifications. Two (2) key staff member included in organisation chart. (Score 40): An organisation chart included, showing on-site and off-site management (including the key people identified as per required legal appointments) as per construction regulations and Transnet Project health and safety Specifications. Three (3) key staff member included in organisation chart. (Score 60): An organisation chart included, showing on-site and off-site management (including the key people identified as per required legal appointments) as per construction regulations and Transnet Project health and safety Specifications. Four (4) key staff member included in organisation chart. (Score 80): An organisation chart included, showing on-site and off-site management (including the key people identified as required legal appointments) as per construction regulations and Transnet Project health and safety Specifications. Six (6) key staff member included in organisation chart. (Score 100): An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments) as per requirements of OHS Act and Transnet Project Health and Safety Specification. All key staff members included in organisation chart.			2

Health, Safety and Environment	Training Matrix List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (Score 0): The Tenderer has submitted no information or inadequate information to determine a score. (Score 20): Key responsible persons are not included on training matrix as per proposed organogram structure. (Score 40): Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety Specifications. Training matrix not signed by responsible personnel. (Score 60): Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on Transnet Health and safety Specification. (Score 80): Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with Transnet health and safety Specification. (Score 100): Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	T2.2-06	Health and Safety & Environment	1
	Overview of the Baseline Indicating major activities of the project namely: Site Establishment, Power system Survey, Installation of electrical infrastructure in buildings and structures, Installations of earthing, bonding, and lightning protection systems, etc	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (Score 20): Information supplied is totally insignificant /inadequate to achieve the required standard of service. (Score 40): Poor response/answer /solution lacks convincing evidence, medium risk that stated employer’s requirements will not be met. (Score 60): Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer’s requirements will be met. (Score 80): Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. (Score 100): Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements.			4
	One year synopsis SHE incidents, description, type and action taken to prevent re-occurrence.	(score 0): The tenderer has submitted no information or inadequate information to determine a score. (Score 20): Information supplied is totally insignificant /inadequate to achieve the Employers Works information. (Score 40): Poor response /answer/solution lacks convincing evidence, medium risk that stated Employer’s requirements will not be met. (Score 60): Some guidance / supervision required for response /answer /solution to particular aspect of the requirement, evidence given the Employer’s requirements. (Score 80): Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. (Score 100): Very good response /answer/solution gives real confidence that the tenderer ensured compliance with stated Employer’s requirements.			1
	Safety Questionnaire Complete and return with tender documentation the Consultant with required supporting documentation included as an Annexure.	(score 0): The Tenderer has submitted no information or inadequate information to determine a score. (Score 20): Information supplied is totally insignificant /inadequate to achieve the required standard of service. (Score 40): Poor response /answer/solution lacks convincing evidence, medium risk that stated Employer’s requirements will not be met. (Score 60): Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated Employer’s requirements will be met. (Score 80): Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. (Score 100): Very good response /answer/solution gives real confidence that the tenderer ensured compliance with stated Employer’s requirements.			1
	TOTAL RATING				
Technical Qualification Threshold = 70%					100

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 921 /TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

T2.2-03: Evaluation Schedule: Management & CV's of Key Persons

Please describe the management and execution arrangements for the *works* and provide qualifications, curriculum vitae (CVs), applicable registrations and supporting documents.

The tenderer is to take note that evaluation of this schedule will strictly consider individuals meeting the minimum criterion required to do the work.

Each position should identify an individual to do the work, and as a minimum whose CV should address the following, but not limited to;

1. Personal particulars;
2. Qualifications (academic, grades of membership of professional societies and Professional registrations). All mentioned certificates are to be attached,
3. Skills (attach certificates of short courses and training obtained),
4. Name of current employer and position,
5. Overview of post graduate experience (year, organisation, position, and responsibilities), and
6. Outline of recent assignments / detailed experience that has a bearing on the scope of work.

People to do the job, and whose qualifications, professional certificates and CVs are required for evaluation must include the following key persons:

i) **Project Manager**

The Project Manager shall at least have a minimum qualification of a National Diploma in Engineering, and active SACPMP registration as Pr.CM or PrCPM or active PMI registration as PMP or higher, with at least 5 years post registration experience in Electrical MV/LV and building construction projects. The Project Manager must have experience working in at least 3 separate projects, with at least 1 project in excess of R10m in electrical works (MV and LV switchgear, and power transformer installation) component value. The individual must have experience in NEC3 ECC contracts.

ii) **Construction Manager**

The Construction Manager shall at least have a minimum qualification of a National Diploma in Electrical Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in electrical MV/LV substation design and construction. The Contract Manager or Site Agent must have experience working in at least one substation project with MV and LV switchgear scope more than R10 million. The Contract Manager / Construction Manager / Site Agent must have experience and knowledge in NEC 3 ECC contract.

iii) **Mechanical Engineer**

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 921 /TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

The Mechanical Engineer must at least have a minimum qualification of a National Diploma in Electrical Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in HVAC and Fire Protection design and installation.

iv) **Protection Engineer/Specialist**

The Protection Engineer must at least have a minimum qualification of a National Diploma in Electrical/Electronic Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in electrical MV/LV substation protection and SCADA. The protection specialist must have done a protection grading study, and load flow analysis for a power system network similar to the requirement of the scope of this project with experience in ETAP or a similar software.

v) **Installation Electrician**

The Installation Electrician must have a minimum N6 qualification, an Electrical trade, registration with the department of Labour and have at least 5 years' in MV/LV Switchgear installations. The Installation Electrician must have experience working in at least one substation project with MV and LV switchgear scope in excess of R10 million.

7. Details of experience for proposed staff working in similar projects in terms of nature, competency and value.
8. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements (Works Information) and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
9. Details of experience for proposed staff in respect of NEC3 Engineering & Construction Contract option chosen for this Contract. If staff experience is limited, an indication of relevant training that they have attended or planned is critical.

Attached submissions to this schedule:

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TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 921 /TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

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

Weight	Relevant Technical experience:	Education, training, and skills for the following:	Knowledge of issues pertinent to the project for the following: Management and Engineering = 100%
10%	10% Project Manager	10% Project Manager	10% Project Manager
30%	30% Contract Manager	30% Contract Manager	30% Contract Manager
20%	20% Protection Specialist	20% Protection Specialist	20% Protection Specialist
20%	20% Mechanical Engineer	20% Mechanical Engineer	20% Mechanical Engineer
20%	20% Installation Electrician	20% Installation Electrician	20% Installation Electrician
Points	5	5	10
(score 0)	Failed to provide information or inadequate information provided to determine a score	Failed to provide information or inadequate information provided to determine a score	Failed to provide information or inadequate information provided to determine a score
(score 20)	Key staff do not have relevant levels of relevant experience.	Key staff does not have project specific education, skills, training and experience as indicated above.	Key staff has no experience of issues pertinent to the project.
	<ul style="list-style-type: none"> ▪ Project Manager: 1 < 3 years ▪ Construction Manager: ≥1 < 3 years ▪ Protection Specialist: ≥1 < 3 years ▪ Mechanical Engineer: ≥1 < 3 years ▪ Installation Electrician: ≥1 < 3 years 		
(score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 921 /TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

	<ul style="list-style-type: none"> Project Manager: ≥ 3 < 5 years Construction Manager: ≥ 3 < 5 years Protection Specialist: ≥ 3 < 5 years Mechanical Engineer: ≥ 3 < 5 years Installation Electrician: ≥ 3 < 5 years 		
(score 60)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience.	Key staff have reasonable experience of issues pertinent to the project
	<ul style="list-style-type: none"> Project Manager: ≥ 5 < 8 years Contracts Manager: ≥ 5 < 8 years Protection Specialist: ≥ 5 < 8 years Mechanical Engineer: ≥ 5 < 8 years Installation Electrician: ≥ 5 < 10 years 		
(score 80)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience.	Key staff have extensive experience of issues pertinent to the project
	<ul style="list-style-type: none"> Project Manager: ≥ 8 < 12 years Contracts Manager: ≥ 8 < 12 years Protection Specialist: ≥ 8 < 12 years Mechanical Engineer: ≥ 8 < 12 years Installation Electrician: ≥ 10 < 15 years 		
(score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience.	Key staff have outstanding experience of issues pertinent to the project
	<ul style="list-style-type: none"> Project Manager: ≥ 12 years Construction Manager: ≥ 12 years Protection Specialist: ≥ 12 years Mechanical Engineer: ≥ 12 years Installation Electrician: ≥ 15 years 		

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 _____

TRANSNET PORT TERMINALS**TENDER NUMBER:** ICLM DB 921 /TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

Name

Position

Tenderer

T2.2-04: Evaluation Schedule - Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their past experience in the delivery of similar projects "of a minimum value of R10 million per project", conditions and circumstances in relation to the scope of work in the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details for tracing and verification of customers, indicate previous experience, and provide completion certificates. Tenderers are required to provide sufficient information with details of the scope about the reference work previously undertaken. Only references that are similar to the scope of work of this project will be considered for evaluation.

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

- Electrical MV infrastructure Installation Works: MV Power system studies, Design, installations, commissioning of MV reticulation and distribution systems, MV cable laying, splicing, transformer refurbishments, power quality installations, termination and installation inside substation buildings.
- Earthing and lightning protection, power system modelling and simulation: Design, supply and installation of Lightning protection and Earthing of buildings and structures. Proof of design reports, accreditation of specialist person and company shall be submitted for evaluation. Previously conducted power system modelling and simulation studies related to the SoW.
- Automatic fire smoke detection and suppression system, HVAC: Type of fire protection designs, installation, testing, commissioning, gas plant and equipment. Provide evidence for previously undertaking the design, supply, and installation of the HVAC or climate control system.

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: DB 921

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SOUTH SUBSTATION FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") DURBAN CONTAINER TERMINAL AS ONCE OFF

Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows and in particular, the tenderers shall demonstrate their experience in the following areas:

	Electrical MV Substations works	Earthing and lightning protection 30%, and power systems modelling and simulation 70%	Automatic fire smoke detection and suppression system 70%, HVAC 30%
Points	15	8	7
(score 0)	The tenderer has submitted no information or inadequate information to determine a score.		
(score 20)	The tenderer has completed 1 similar projects.		
(score 40)	The tenderer has completed 2 similar projects.		
(score 60)	The tenderer has completed 3 similar projects.		
(score 80)	The tenderer has completed 4 similar projects.		
(score 100)	The tenderer has completed 5 and above similar projects.		

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-05: Evaluation Schedule – Method Statement

Method statement which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to the draft programme, method statement, technical approach, and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include a high-level project schedule which is aligned to the draft programme. Tenderers to also exhibit a clear understanding of the scope of works and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach and methodology they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed. Consideration should be made to design objectives with respect to the legislations and compliance standards.

The method statement should also include a cash flow based on the tenderer's draft programme. The tenderer must attach his / her method statement to this page. The method statement should not be longer than 10 pages.

Tenderer shall attach general arrangements for plant and/or technology to demonstrate compliance to scope and an understanding of the employer's requirements.

The method statement should cover:

- Outline of proposed approach
- Narrative related to the draft programme, level four draft programme to be attached will be evaluated as part of this criterion.
- Detailed method statement, technical approach, and construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives.
- Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilised.
- Detailed list of other resources utilised including a resource matrix.

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the Works Information for a full description of the scope of the works):

- a. Power system Survey
- b. MV and LV installations in Substations by Certified Personnel. Attach MV switchgear details.
- c. Provide details for switchgear in relation to the employer's specifications. General arrangements and data sheets.
- d. MV and LV cable laying, tracing, jointing and termination. Attach cable termination details.
- e. Power systems load flow studies and protection grading.
- f. Installations of earthing, bonding, and lightning protection systems.
- g. Installation of MV and LV cable ways, cable trays and cable management systems.
- h. Installation of electrical infrastructure in buildings and structures.
- i. Installation of conduit and conduit systems.
- j. Rigging of heavy electrical equipment.
- k. Changing of transformer oil.
- l. Design, supply, and installation of the HVAC.
- m. Design, supply and installation of the fire detection and suppression system.

Index of documentation attached to this schedule:

Note to Tenderers: The programme issued or supporting this method statement is deliberately regarded as a draft document and must not be regarded as an Accepted Programme. The programme for acceptance is required post the award, and in terms of the contract.

The scoring of the approach paper will be as follows:

Elements: Weight		Clearly articulated and based on the Works Information which includes the design, general arrangements of switchgear, power system study investigations and criteria. Approach to ensuring less disruption to operations.	Demonstrates a clear understanding of the project objectives, draft programme, and the Employer's specifications. Clear construction, and commissioning methodology. Outline the project specific requirements of the SHEQ requirements.
	Points	20	15
	Score		
Electrical MV infrastructure Installation Works (60%) Power system modelling and simulation (20%) Installation of automatic fire/smoke detection and suppression system, and HVAC (20%)	0	The Tenderer has submitted no information or inadequate information to determine a score.	
	20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.	
	40	The technical approach and / or methodology is poor, not realistic, and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	
	60	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.	
	80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	
	100	<p>Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge which shall mean any proposal to optimise the performance specifications of the employer.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs.</p>	

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

Transnet Port Terminals

Tender Number: DB 921/TPT

Description of the Works: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

T2.2-06: Health and Safety Questionnaire

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE																			
1A. Injury Experience / Historical Performance - Alberta																			
Use the previous three years injury and illness records to complete the following:																			
Year																			
Number of medical treatment cases																			
Number of restricted work day cases																			
Number of lost time injury cases																			
Number of fatal injuries																			
Total recordable frequency																			
Lost time injury frequency																			
Number of worker manhours																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours						
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician																		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties																		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day																		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours																		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours																		
1B. Workers' Compensation Experience																			
Use the previous three years injury and illness records to complete the following (if applicable):																			
Industry Code:		Industry Classification:																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Year</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Industry Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractor Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>% Discount or Surcharge</td> <td></td> <td></td> <td></td> </tr> </table>				Year				Industry Rate				Contractor Rate				% Discount or Surcharge			
Year																			
Industry Rate																			
Contractor Rate																			
% Discount or Surcharge																			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No																	
2. CITATIONS																			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?																		
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?																		
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		
3. CERTIFICATE OF RECOGNITION																			

Transnet Port Terminals

Tender Number: DB 921/TPT

Description of the Works: SOUTH SUBSTATION REFURBISHMENT AT PIER 2 DURBAN CONTAINER TERMINAL FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) TRADING THROUGH ITS OPERATING DIVISION TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN THE PORT OF DURBAN.

Does your company have a Certificate of Recognition?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____	Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? ☐ Yes ☐ No ☐ Weekly ☐ Monthly ☐ Quarterly

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

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?

☐ Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

☐ Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

Do you have a hazard assessment process? ☐ Yes ☐ No

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

TRANSNET PORT TERMINALS

TENDER NUMBER: DB 921/TPT

DESCRIPTION OF WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

South Substation Refurbishment	Details of Plant Offered	Tender Schedule: T2.2-08
---------------------------------------	---------------------------------	---------------------------------

Note to Tenderer:

Tenderers are required to submit the form of offer for critical plant. This will be used to evaluate the compliance to the employers works information. Where there is/are material deviation/s from the employers WI requirements, the Bid will be considered unacceptable.

- Tenderers to submit the details of offer for MV Switchgear.
- Tenderers to submit the details of offer for terminations.
- Tenderers to submit the details of offer for fire suppression technology.

#	Description.	Compliance requirement.	Complies fully with the WI. Yes/No	Comments
1	MV Switchgear	As per the WI		
2	Terminations	As per the WI		
3	Fire Detection & Suppression	As per the WI		

Signed

Date

Name

Position

Tenderer

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 921/TPT

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER
2, AS ONCE OFF SUPPLY

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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

Attach additional pages if more space is required.

T2.2-11 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:

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

T2.2-12: Risk Elements

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

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

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

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

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

T2.2-13: Details of Plant Offered

Note to Tenderer:

Tenderers are required to submit the form of offer for critical plant. This will be used to evaluate the compliance to the employers works information. Where there is/are material deviation/s from the employers WI requirements, the Bid will be considered unacceptable.

- Tenderers to submit the details of offer for MV Switchgear.
- Tenderers to submit the details of offer for terminations.
- Tenderers to submit the details of offer for fire suppression technology.

#	Description.	Compliance requirement.	Complies fully with the WI. Yes/No	Comments
1	MV Switchgear	As per the WI		
2	Terminations	As per the WI		
3	Fire suppression	As per the WI		

Signed

Date

Name

Position

Tenderer

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

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

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

T2.2-16 : 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
SPECIFIC GOALS	
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	10
EXEMPTED MICRO ENTERPRISES (EME'S) AND QUALIFYING SMALL BUSINESS ENTERPRISES (QSE'S) OWNED BY BLACK PEOPLE (AT LEAST 51% BLACK OWNED)	10
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
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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 clause 4.1

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

- exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--	---

SBD4

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 /

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.

shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

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.

- prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

T2.2-17 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

T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO TENDERERS

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

-
- 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.

T2.2-19: 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

T2.2-20 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

T2.2-21 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

T2.2-22 : 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 (insert name of Company)
Authority Resolution from Board of
Directors)

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

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

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

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

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.			
(Other)			

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

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 921/TPT

DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2,
 AS ONCE OFF SUPPLY

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:

THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

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:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 921/TPT

DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2,
 AS ONCE OFF SUPPLY

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

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	X5: Sectional Completion X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability 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: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Street Durban 4001

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

10.1	The <i>Project Manager</i> is: (Name)	Owen Mkhwanazi
	Address	Transnet Port Terminals Port of Durban Container Terminal
	Tel	
	e-mail	Owen.Mkhwanazi@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Samukelo Magcaba
	Address	Transnet Port Terminals Port of Durban Container Terminal
	Tel No.	
	e-mail	Samukelo.Magcaba@transnet.net
11.2(13)	The <i>works</i> are	The South Substation refurbishment at the Port of Durban Container Terminal for Transnet SOC Ltd (Reg no. 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred as "TPT") as once supply
11.2(14)	The following matters will be included in the Risk Register	Failure to meet project timelines Commissioning delays Quality Risk Inclement adverse weather challenges Labour unrest Safety Waste Management
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site and its surroundings"
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

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2 **The *Contractor's* main responsibilities** **No additional data is required for this section of the *conditions of contract*.**

3 **Time**

11.2(3) The *completion date* for the whole of the *works* is **12 Months**

11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>		<i>key date</i>
		1	Site Establishment	TBC
		2	FATs for new Switchgear	TBC
		3	Dismantling of existing MV and LV switchgear	TBC
		4	Supply, install and commissioning of new MV switchgear.	TBC
		5	Supply, install and commissioning of new LV switchgear.	TBC
		6	Supply, install and commissioning of new fire detection and suppression system.	TBC
		7	Supply, install and commissioning of the room climate control.	TBC
		8	Earthing and bonding system testing	TBC
		9	Supply of data pack	TBC

30.1 The *access dates* are **Part of the Site** **Date**

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	1 Access to entire site	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is except that the <i>defect correction period</i> is for	2 weeks a <i>defect</i> which constrains the equipment reliability below 95% is 2 hours unless
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of 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 wind speed exceeding 40 km/hr

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The place where weather is to be recorded (on the Site) is: **The *Contractor's* Site establishment area**

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

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	No additional risks are accepted by the Employer other than those which are provided for in this contract
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

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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." Refer to Annexure AA

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

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- The *Contractor* provides these additional Insurances
- 1 **Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
 - 2 **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 **Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

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

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

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

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

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

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

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

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W1.1 The *Adjudicator* is **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is: **The Chairman of the Association of Arbitrators (Southern Africa)**
If no *Adjudicator nominating body* is entered, it is: **the Association of Arbitrators (Southern Africa)**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Durban, 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

X5 Sectional Completion

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	<i>Description</i>	<i>Completion date</i>
		1	Substation 1	TBC
		2	Substation 2	TBC

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are **To be equated to the actual monetary loss of Transnet per day, limited to 10% of the total contract value**

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X13 Performance bond

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

X16 Retention

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

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

X18 Limitation of liability

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- | | | |
|-------|---|---|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | An amount being equal to the loss or total contract value inclusive of VAT |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to: | The deductible of the relevant insurance policy |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The cost of correcting the Defect |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | The Total of the Prices |
| X18.5 | The <i>end of liability date</i> is | A period being 24 (twenty-four) consecutive months after the Completion of the whole of the works. |

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Z Additional conditions of contract are:

Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1

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

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)

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Z4.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3

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

Z5 Right Reserved by the Employer to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
- 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
- 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**

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Z6 Additional Clause Relating to Collusion in the Construction Industry

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

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.

Z8 Assignment and Waiver

Z8.1 Neither the Employer nor the Contractor may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

Z8.2 No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

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Z9 Anti-corruption, TPT Indemnity

Z9.1 Anti - Corruption

In the event that the Contractor is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Contractor does business, or if Transnet learns that:

- a. Improper payments are being or have been made or offered to Transnet officials or any other person by Contractor or those acting on behalf of Contractor with respect to the Services; or**
- b. *Contractor* or those acting on behalf of *Contractor* has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.**

Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with *Contractor* or any and all Awards made *Contractor* for breach of this clause.

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Further in the event of such termination, Contractor shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Contractor prior to such termination; and further.

Contractor shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.

Z9.2 Indemnity

1) Contractor irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by Contractor or any of its employees, security officers, servants, agents , assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the Contractor of the Security Service. Such absolute obligation of Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:

a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other

b) liability in respect of lost property belonging to third parties;

c) liability arising out of any unlawful act committed by or *Contractor* or its employees, security officers, servants, agents, contractors and sub-contractors during the process of rendering a Security Services; or at any other time when a claim



has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;

d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Contractor, its agents, contractors, sub-contractors in terms of this Agreement.

2) *Contractor* shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.

3) *Contractor* agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to *Contractor* provision of services, its acts, or omissions or those of its agents, employees, sub-contractors, representative/s or other for whom TPT may be / may not be deemed responsible for in terms of the agreement.



TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM EL 725/TPT

DESCRIPTION OF THE WORKS: THE REFURBISHMENT OF THE GRAIN ELEVATOR SUBSTATIONS AT THE EAST LONDON MULTI PURPOSE TERMINAL FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURATION OF 12 MONTHS

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:	



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		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	C2 Part 2 Pricing Data Option B
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



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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:			



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AS ONCE OFF SUPPLY

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.



TRANSNET PORT TERMINALS
 TENDER NUMBER: iCLM DB 921/TPT
 DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2,
 AS ONCE OFF SUPPLY

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 Terminals
 Transnet Corporate Centre
 138 Eloff Street
 Braamfontein
 Johannesburg
 2000

Date:

Dear Sirs,

Performance Bond for Contract No. iCLM DB 921/TPT

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}

FOR THE SOUTH
 SUBSTATION
 REFURBISHMENT FOR
 TRANSNET SOC LTD REG NO.
 1990/000900/30)
 OPERATING AS TRANSNET
 PORT TERMINALS
 (HEREINAFTER REFERRED AS
 "TPT") FOR THE DURBAN
 CONTAINER TERMINAL PIER
 2, AS ONCE OFF SUPPLY.

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



TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 921/TPT

DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2,
AS ONCE OFF SUPPLY

Signed at _____ on this _____ day of _____ 2024

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	
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 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (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 <ul style="list-style-type: none">the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate anda proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment

applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for 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
Minim	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

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

- 2.2.1. 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*

N/A

C2.2 The *Bill of Quantities*

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>SECTION 1: PRELIMINARY & GENERAL</u>				
	-				
	NOTE: Tenderers are to price this Schedule strictly in accordance with the Specifications and SANS 1200, where a conflict arises between these two documents the Specifications shall take precedence. Where a conflict arises between this Schedule and the Specifications, the Specifications shall take precedence. Tenderers shall study all relevant information before pricing this Schedule and the Schedule shall be priced to provide the complete Works				
	To be read in conjunction with but not limited to the following Project Technical Specification(s): Part C3: Works Information				
	<u>GENERAL</u>				
1.1	<u>SCHEDULED FIXED-CHARGE ITEMS</u>				
1.1.1	<u>Contractual requirements</u>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	a) Sureties	Sum	1		
	b) Insurance of the works and plant	Sum	1		
	c) Third party or public liability insurance	Sum	1		
	d) Unemployment insurance	Sum	1		
	e) Performance security as per <i>Employer's</i> requirements	Sum	1		
	<u>ESTABLISHMENT OF FACILITIES ON THE SITE</u>				
1.1.2	<u>FACILITIES FOR CONTRACTOR</u>				
	a) Offices and storage sheds (1 No. Offices 1 No. Sheds)	Sum	1		
	e) Ablution and latrine facilities	Sum	1		
	f) Tools and equipment	Sum	1		
	g) Water supplies, electric power and communications	Sum	1		
	h) Access	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1.4	<u>OTHER FIXED-CHARGE OBLIGATIONS</u>				
	a) Management meetings	Sum	1		
	b) Documentation control including provision and/ or submission for approval of all <i>Contractor's</i> documents as part of the execution of the works	Sum	1		
	c) Safety risk management including but not limited to the Safety Plan as required by the Occupational Health and Safety Act, Act 85 of 1993	Sum	1		
	d) Environmental management including but not limited to Environmental Method Statements in accordance with the Construction Environmental Management Plan	Sum	1		
	e) Quality assurance requirements	Sum	1		
	f) Site security requirements	Sum	1		
	g) Programming	Sum	1		
	h) Industrial relations management	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	i) Operation and maintenance manuals of the installation, operation and maintenance manuals and drawings for the equipment under this contract				
	i) Draft copies, three [3] in number	Sum	1		
	ii) Final copies, number to be confirmed by <i>Employer</i>	Sum	1		
1.1.5	<u>Contractor's design</u>				
1.1.5.1	<u>Design including:</u>				
	a) Engineering package including detailed design of HVAC and integration with fire protection system	Sum	1		
	b) Engineering detail of HVAC				
	c) Detail design of Fire detection and suppression system	Sum	1		
	d) Drawing submissions (all submissions for approval / Acceptance and/ or review by the <i>Employer</i>)				
	e) Compilation and provision of as-built documentation in both electronic and hard copy format, including but not limited to test and commissioning certificates, check lists, drawings etc.	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1.6	<u>REMOVAL OF SITE ESTABLISHMENT</u>				
	a) Removal of site	Sum	1		
1.2	<u>TIME-RELATED ITEMS</u>				
	SCHEDULED TIME-RELATED ITEMS				
1.2.1	<u>Contractual requirements</u>				
	a) Sureties	Sum	1		
	b) Insurance of the works and plant	Sum	1		
	c) Third party or public liability insurance	Sum	1		
	d) Unemployment insurance	Sum	1		
	e) Performance security as per <i>Employer's</i> requirements	Sum	1		
	f) Other	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	OPERATION AND MAINTENANCE OF FACILITIES ON SITE, FOR DURATION OF CONSTRUCTION, EXCEPT WHERE OTHERWISE STATED				
1.2.3	FACILITIES FOR <i>CONTRACTOR</i>				
	a) Offices and storage sheds (1 No. Offices 1 No. Sheds)	Sum	1		
	b) Ablution and latrine facilities	Sum	1		
	c) Tools and equipment	Sum	1		
	d) Access	Sum	1		
1.2.4	SUPERVISION FOR DURATION OF CONSTRUCTION				
	a) Supervision for the duration of construction	Sum	1		
1.2.5	COMPANY AND HEAD OFFICE OVERHEAD COSTS FOR THE DURATION OF THE CONTRACT				
	a) Company and head office overhead costs for the duration of the contract	Sum	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.2.6	OTHER TIME-RELATED OBLIGATIONS				
	a) Management meetings	Sum	1		
	b) Documentation control including provision and/ or submission for approval of all <i>Contractor's</i> documents as part of the execution of the works	Sum	1		
	c) Occupational Health and Safety Specification compliance	Sum	1		
	d) Construction Environmental Management Plan compliance	Sum	1		
	e) Quality assurance requirements	Sum	1		
	f) Site security requirements	Sum	1		
	g) Programming and progress reporting	Sum	1		
	j) Transportation	Sum	1		
	TOTAL CARRIED TO SUMMARY				

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
	<u>SECTION 2</u>					
	NOTE This Bill of Quantities shall be read in conjunction with the drawings, works information and the specifications and shall be priced to provide a complete installation, i.e. the supply where required, installation, testing and commissioning plus handing over of the fully functional equipment / installation. The Contractor to furnish all design and shop drawings if applicable and any associated equipment specifications for approval prior to manufacturing and delivery to site					
	To be read in conjunction with but not limited to the following Project Technical Specification(s): Part C3: Works Information					
A	Preparation works for the proposed substation					
1	Investigation and Survey on the existing earthing system	1	sum			
2	Disconnect and removal of the existing MV switchgear, LV switchgear and battery bank to be replaced.	1	sum			
3	Removal of existing HVAC system	1	sum			
4	Removal of existing fire system	1	sum			
5	Disposal of scrap material	1	sum			
	TOTAL					

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
B	Medium voltage switchgear					
1	Supply and install a new 1250A 11kV incomer VCB panel.	2	ea			
2	Supply and install a new spare 1250A 11kV incomer VCB panel.	1	ea			
3	Supply and install a new 1250A 11kV bus section VCB panel.	1	ea			
4	Supply and install a new 630 11kV feeder VCB panel.	7	ea			
5	Supply a new spare 630 11kV feeder VCB panel.	3	ea			
6	Supply and install a 11kV bus-riser panels/bus-bar Earth /VT panels.	1	ea			
7	Supply, install and commission a complete arc ducting and protection system for the 11kV switchgear	1	Sum			
8	Supply, install a battery bank (enclosed in a cabinet) and battery terminal unit for the 11kV switchgear complete with protection and wiring.	1	sum			
9	Provision of racking tools	1	sum			
10	Design, supply, and instal the LV control panel for the MV switchgear.	1	sum			
	TOTAL					

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
C	Medium Voltage Cable Termination					
1	Supply new 630A Feeder MV plug type terminations designed to EN 50181 and DIN 47637.	18	ea			
2	Supply new 1250A Incomer MV plug type terminations designed to EN 50181 and DIN 47637.	5	ea			
	TOTAL					
D	Earthing and Lightning Protection					
1	Design, supply, and install earthing and lightning surge protection for the proposed substation upgrades.	1	sum			
	TOTAL					

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
E	Cables, Routes					
1	Supply and install MV cables	300	m			
2	Supply and install MV pluggable joints	10	ea			
	TOTAL					
F	Ring Main Unit and Power system study					
1	Design, supply, and installation of a switching station	1	sum			
2	Power system and software	1	sum			
	TOTAL					

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
G	Fire detection and suppression system					
1	Design fire detection and suppression system for 165m3 substation	1	sum			
2	Supply and installation of the fire detection and suppression system for 165m3 substation and integration with HVAC system	1	sum			
3	Integrity testing of the substation room	1	sum			
	TOTAL					
H	Mechanical System					
1	Supply, and installation of the new HVAC/climate control plant.	1	sum			
	TOTAL					
I	Testing and Commissioning					
1	Factory acceptance test all Plants	1	sum			
2	Test and commission the entire installation. The contractor shall issue test, certificates, user manuals and As-built drawings.	1	sum			
	TOTAL					
J	Operations and Maintenance training of Transnet staff					
1	Allowance of end user - comprehensive training for Engineers, Technicians and Artisans of the <i>Employer</i> to effectively maintain installations	1	sum			
	TOTAL					

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: FOR THE SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	SUPPLY RATE	INSTALLATION RATE	TOTAL
	SECTION 3					
	BUILDING WORKS					
1	Removal of existing transformer door and frame	1	no			
2	Installation of transformer door and frame	1	no			
3	Refurbishment of existing roller shutter door	1	no			
4	Prepare and re-paint internal floors	60	M2			
5	Prepare and paint ceiling	66	M2			
6	Prepare and waterproof existing waterproofed slab	80	M2			
7	Close up floor openings with chequered plates sections to suite	12	m			
8	Provisional Sum for sealing of cable entry/exit opening/ wall and roof cracks	1	sum			R50 000.00
	TOTAL					
	SECTION 4 (OPTIONAL)					
A	SPARES: Medium Voltage Switchgear					
1	Supply and deliver to TPT storage a new spare 1250A 11kV incomer VCB panel.	1	ea			
2	Supply and deliver spare 630 11kV feeder VCB panel.	2	ea			
3	Supply new 1250A Incomer spares MV plug type terminations designed to EN 50181 and DIN 47637.	3	ea			
	TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
	<u>SUMMARY</u>			
	DIRECT COST			
	SECTION 1			
1	Preliminary and General	sum	1	
	SECTION 2			
A	Preparation works for the proposed substation upgrades	sum	1	
B	Medium voltage switchgear	sum	1	
C	Medium Voltage Cable Termination	sum	1	
D	Earthing and Lightning Protection	sum	1	
E	Cables, Routes, and Building Modifications	sum	1	
F	Ring Main Unit and Power system study	sum	1	
G	Fire detection and suppression system	sum	1	
H	Mechanical system	sum	1	
I	Testing and Commissioning	sum	1	
j	Maintenance training of Transnet staff on the HVAC systems and fire detection and suppression systems, and MV installations	sum	1	

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

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	SECTION 3			
1	Building Works	sum	1	
	SECTION 4			
A	SPARES: Medium Voltage Switchgear	sum	1	
	TOTAL DIRECT COST			R

TRANSNET PORT TERMINALS
 CONTRACT NUMBER: ICLM DB 921
 DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL
 PIER 2, AS ONCE OFF SUPPLY

PART C3: SCOPE OF WORK

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TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

SECTION 1

1 Description of the works

1.1 Background

The Durban Container Terminal (DCT) is a twenty-four (24) hours container operation with electrical infrastructure as key enabler to its business. The electrical network of DCT, Pier 2 Main 11kV, has the South Substation powering some operations and subsystems, namely, Reefer yard, five ship-to-shore cranes (STS), and 108 and 109 mini-substations.

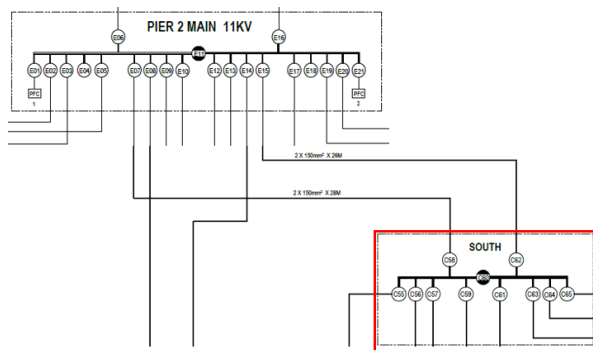


Figure 1: Pier 2 Main Substation_DHE-PEB-30 DWG network extract.

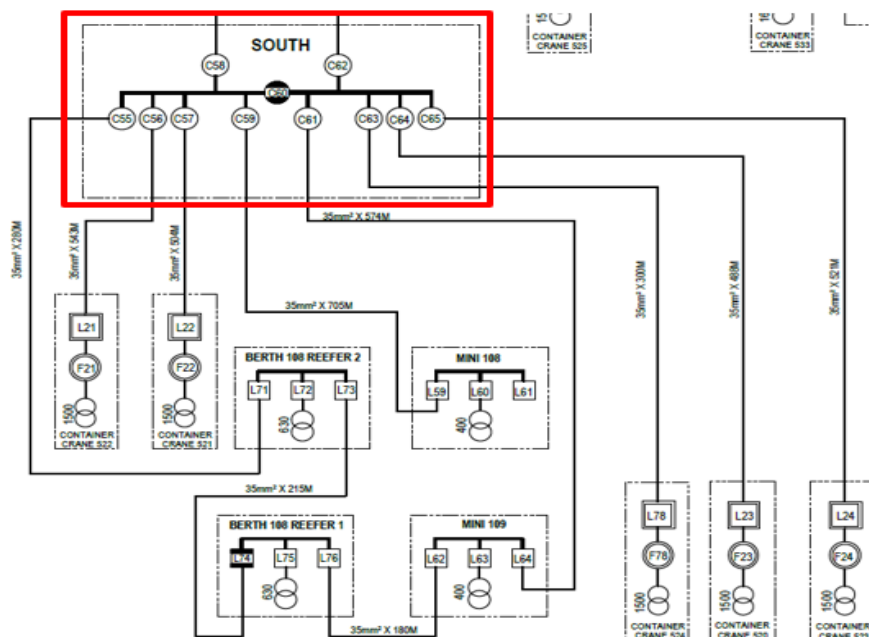


Figure 2: South Substation_DHE-PEB-30 DWG network extract.

The above figures indicate the South 11kV substation and subsystems within the Pier 2 main 11kV network.

1.2 Problem Statement

The entire switchgear inside the South substation is aged, its protection system frequently failing, and panels contain incompatible components due to obsolete parts from original design. The substation heat ventilation and air-conditioning (HVAC) system parts are

currently non-operational. The design of installed fire protection system is unknown, not certified, and noncompliant as it lacks integration with the HVAC system to effectively suppress fire inside the substation.

1.3 Project high-level Scope

Refurbishment of the 11kV Switchgear, design and installation of a new HVAC system, and Fire Protection System in the South substation at the Durban Container Terminal Pier 2, for Transnet SOC Ltd (reg. No. 1190/000900/30) operating as Transnet Port Terminals, as a once off supply.

The scope briefly entails:

- a) Detail design, manufacturing, off-site testing of new MV switchgear, and supplying all associated components and delivery to site for installation readiness,
- b) Producing harmonised plans for the removal of obsolete/old arrangement with new components in the south substation,
- c) Supplying and installing the medium voltage switchgear components in accordance with the Employer's requirements,
- d) Sizing, supplying, and installing the battery tripping unit,
- e) Supplying and installing of earthing and lightning protection system for the substation,
- f) Full detail design, supply, installation, testing, commissioning and handover of a new positive pressurized and air conditioning HVAC system.
- g) Full detail design, supply, installation, testing, commissioning and handover of a new gaseous fire detection and suppression system.
- h) Full details, design, supply, installation and handover of the relevant fire and emergency escape signage in compliance with the relevant SANS codes. Undertaking medium voltage switchgear over-current relay setting calculations, relay coordination and grading, and relay programming,
- i) Testing, certifying, commissioning, and handing over the MV switchgear at intervals determined in cooperation with the Employer's Engineer and/or Supervisor,
- j) Make good of the substation walls and floors,
- k) Cooperating with the Employer's engineer to ensure acceptance of all required designs for completion of the works,
- l) Testing, certifying, commission, and handing over of the entire installation to the Employer on Completion,
- m) Planning tasks during construction to meet the Employer's operational outages of the MV substation,

- n) Commission and testing of the entire installation and handover to the Employer,
- o) Providing all designs, calculations, certificates, and manuals before Completion of the works.
- p) Training of technical staff of the Employer and after sales support for the maintenance.
- q) Option to supply spare MV panels as designed and installed in accordance with the Works Information.

1.4 ***Employer's objectives***

The *Employer's* objectives are to ensure revenue protection through safe and reliable infrastructure and equipment. Power substations must be compliant with electrical and mechanical statutory codes and regulations, maintainable and protected in the event of substation fires. In Providing the *Works*,

- a) Project interventions shall be planned harmoniously and collaboratively with operational requirements, such that removal, replacement, and tie-ins occur at favourable times for key business operations.
- b) The Employer wants to achieve Completion of the works by meeting the Completion Date whilst still maintaining the environment, safety, and quality standards.
- c) The Employer is looking for the Contractor that is registered with the Construction Industry Development Board (CIDB) as an Electrical Contractor, Electrical Engineering Works-Infrastructure (EP) and be able to handle contracts that are grade 7 and above, and whose work shall be signed-off by its (Contractor) ECSA registered Professional Engineer/Technologist suitably experienced in the relevant discipline(s).

1.5 **Interpretation and terminology**

In the Works Information, abbreviations and phrasing used have the meaning as stipulated in the tables that follow.

Table 1: Abbreviations

Abbreviation	Meaning given to the abbreviation
A	Ampere
ACB	Air Circuit Breaker
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
AIA	Authorised Inspection Authority
AIS	Air Insulated Switchgear
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan

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PIER 2, AS ONCE OFF SUPPLY

SOP-CEMP	Standard Operating procedure- Construction Environmental Management Programme
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CM	Construction Manager
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CHSO	Construction Health and Safety Officer
DSTI	Daily Safety Task Instruction
DTI	Department of Trade and Industry
DWG	Drawings
ECC	Engineering and Construction Contract
ECSA	Engineering Council of South Africa
EO	Environmental Officer
FAT	Factory Acceptance Test
FIC	Field Inspection Checklist
GIS	Gas Insulated Switchgear
HS	Health and Safety
HSSP	Health and Safety Surveillance Plan
HVAC	Heating, Ventilation and Air Conditioning
IP	Ingress Protection
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
ISPS	International Ship and Port Facility Security
JSA	Job Safety Analysis
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low Voltage
LT	Low Tension
m	metre
MV	Medium Voltage
mm	millimetre
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker

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Native	Original electronic file format of documentation
NEBOSH	National Examination Board of Occupational Safety and Health
ONAN	Oil Natural Air Natural
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
PSIRA	Private Security Industry Regulatory Authority
PSIRM	Project Site Industrial Relations Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
QC	Quality Control
SACPCMP	The South African Council for the Project and Construction Management Professions
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEQ	Safety, Health, Environment and Quality
SIP	Site Induction Programme
SMP	Safety Management Plan
SOC	Safety Observation Conversations
TPT	Transnet Port Terminals
VT	Voltage Transformer

Table 2: Terminology

Terminology	Description
<i>Employer</i>	Transnet SOC Ltd, Operating as Transnet Port Terminals
<i>Contractor</i>	Person or company to Provide the Works in accordance with the Works Information
<i>Specialist</i>	A person or company who has significant expertise in execution of the <i>works</i> , appointed by the <i>Contractor</i> or the <i>Employer</i>
<i>Employer's Engineer</i>	<i>Employer's</i> technical representative, who holds either Bsc/Beng/Btech/Ndip and registered with ECSA as Pr Eng or Pr Tech in a relevant field of engineering, include a Designer and Consultant appointed by the <i>Employer</i> for

	the purpose of reviews, and/or accepting designs, technical information, manuals, drawings, and lead or participate in quality assurance activities at various stages of the <i>works</i> , and whose role may extend to that of the <i>Supervisor</i> if appointed in terms of the contract
Accepted	"Accepted" is used to describe that an activity/ task/ document/ drawing/ design/ calculation is received and believed to be true. However, such does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item and/or the obligation of the <i>Contractor</i> to Provide the Works
Supported	"Supported" is used to describe that an activity/ task/ document/ drawing/ design/calculation is received, and the contents therewith are agreed upon with encouragement to proceed

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

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

Electrical:

- a) The high-level designs for the MV reticulation for the Substation, namely the Plant Layout, MV single lines, and specific components selection as per the *Employer's* MV specification.
- b) The selection of electrical plant and switchgear associated with the MV systems. The panels are bottom cable entry to allow installation of incoming cables from the Trench. The panels cable termination compartments shall be designed suitable for EN 50181 and DIN 47637 plug type terminations.
- c) The substation building and plant layout is existing. The *Contractor* needs to take accurate measurements as required for his designs.

2.1.2 Mechanical:

None

2.1.3 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of providing the *works*.

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

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

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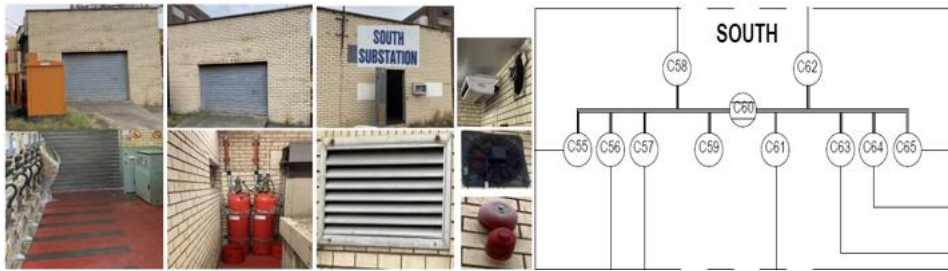


Figure 3: South Substation in the DCT Pier 2_11kV Network

The above image shows existing installation of the South substation with its electrical. Parts of the *works* in the south substation are, all MV panels and earthing protection, HVAC, and fire protection system.

The termination *works* extends to the adjacent Pier 2 Main 11kV Substation that powers the South Substation, while the MV load flow fault-level and protection study is required for the entire DCT electrical network.

Therefore, parts of the *works* the *Contractor* is to design involve,

- a) All supporting infrastructure required, including but not limited to, cableways, cable support systems, conduit systems and arrangement, piped systems and pipe support systems, and the selection of fasteners and fastening systems.
- b) All details and shop designs of all MV panels.
- c) The Earthing and Lightning Protection design.
- d) Full detail design of new HVAC system for South Quay substation. HVAC systems must allow for adequate cooling capacity to service all heat loads in substation and must be a positive pressurised ventilation system with the relevant filtration systems which must prevent the ingress of fine dust particles from outside into the substation building. The HVAC system design must also include the replacement of substation doors and louvers and all other associated components. The new HVAC systems must be interlocked with the new fire detection and suppression system, and must include the relevant components, motorised dampers, etc. to ensure that the suppression system is effective in extinguishing fire. All components in the design shall be new.
- e) Full detail design of new Gaseous fire detection and suppression system which must be based on FK 5-1-12 or an Inert gas agent. The system must be based on a total room flooding system. This fire system must be interlocked with the HVAC systems and the relevant motorised dampers. Relevant provisions must be made in the design of both the HVAC and fire suppression systems to allow for efficient fire detection and suppression of fire. The fire detection and suppression must include the total room volume of the substation as well as the cable trenches. All components in the design shall be new.
- f) Full detail design of fire protection fixtures including fire extinguishers and fire signage in accordance with the relevant SANS code of design. All fire signage and fixtures shall be new.
- g) All *Contractor* designs must be signed off by an ECSA registered professional engineer (Pr.Eng) or professional technologist (Pr. Tech Eng) from the relevant

engineering disciplines with adequate experience in the designs of the specific systems.

The *Contractor* shall as part of the design process of the HVAC, Fire Protection Systems and Fire protection fixtures and signage compile and submit the following documents to the Employer during the design process, at the various stages of the design process:

- i. Concept drawings
 - ii. Detail design drawings, plan layouts, sections, elevations and relevant detail drawings.
 - iii. Design Criteria document which specifies the design premise, site conditions, codes of design, type of systems which will be designed, design approach etc.
 - iv. Engineering design report which must report on all the systems designed regarding the design process followed, the codes of design followed, the design considerations, explain how the specific system were arrived at in the design process as the best possible solution including all design calculations.
- h) Submit detail drawings and shop details of all designs, including details of equipment to Provide the Works, for acceptance by the *Employer's* Engineers.
- i) Supply of all Plant, Materials and Equipment (permanent or temporary) required or necessary to Provide the Works.
- 2.2.2 Unless expressly stated to form part of the design responsibility of the *Employer*, and whether not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

3.1 The *Contractor* shall address the following procedures:

- 3.1.1 The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- 3.1.2 The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom and USB) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

- 3.1.3 All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- 3.1.4 Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of the responsibility for the correctness of information, or conformance with his obligation to Provide the Works. This obligation rests solely with the *Contractor*.
- 3.1.5 After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- 3.1.6 The *Contractor* shall allow the *Project Manager* 14 working days (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 3.1.7 On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 14 working days. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- 3.1.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- 3.1.9 The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the NEC *Supervisor*, the Employer's Engineer's, the Employer's Health and Safety Officers, the Employer's Environmental Officers, the Employer's Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the Employer necessary for the provision of the *Works*.
- 3.1.10 In undertaking the *works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard. The *Contractor* shall submit his designs to the *Project Manager* for acceptance before commencing with any manufacturing or construction.

3.2 Review and Acceptance of *Contractor* Documentation

- a) The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.
- b) In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard.
- c) The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the Works Information are not adhered to.
- d) 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*.

All documents submitted by the *Contractor* to the *Project Manager* for review and acceptance must display the date on which the document was submitted, be adequately signed off by the relevant ECSA professional designer which must also include the designer's professional registration number on the document/drawing. Failing in providing this information on the documents/drawings will render the drawing/document incomplete and will result in it not being reviewed by the *Employer* and will subsequently be send back for correction and resubmission.

3.3 Other requirements of the *Contractor's* design

- 3.3.1 The *Contractor's* design complies with the following:
The *Contractor's* design must comply with applicable standards to Provide the Works as required.
- 3.3.2 Take full responsibility of all designs, residual designs, and overall integration of the *works* with the existing infrastructure.
- 3.3.3 Take whole responsibility for all design coordination, integration, and liaison activities to Provide the Works, and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timeous Completion of all the work and free from Defects.
- 3.3.4 Make all arrangements for activities that require the involvement of the *Employer's* Engineers and Others, and with due consideration of such stakeholders' availability.
- 3.3.5 Engage the services of ECSA registered Engineers and/or Technologists for all aspects to Provide the Works in accordance with the Works Information
- 3.3.6 The *Contractor* is wholly accountable and responsible for all aspects of the Employer's high-level designs. This is to say, the *Contractor* shall ensure overall safety of the solution and approve the completion of the *works* to be in accordance with all regulations.
- 3.3.7 The *Contractor* is fully responsible for all aspects of the design from inception to completion of the HVAC systems, fire detection and suppression systems and fire protection fixtures and emergency and fire signage for the inside and outside of substation in accordance with the relevant SANS and other applicable design codes.
- 3.3.8 Wholly responsible and accountable for all aspects of the designs, including implementation of all statutory health, safety, and environmental regulations of South Africa, and in accordance with the Works Information.
- 3.3.9 Wholly responsible and accountable for the implementation of the aspects of his designs including commissioning, putting into service, and handover of the constructed designs.
- 3.3.10 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the interconnecting parts / network of the substations for Completion.

3.4 Use of *Contractor's* design

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

3.5 Design of Equipment

- 3.5.1 The *Contractor* submits his design for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:
- a) Any formwork required to Provide the Works, such as temporary electrically powered compressed air systems and pneumatic equipment that may be required to Provide the Works.
 - b) Small electrically powered equipment
 - c) Equipment designed for the lifting of personnel to access any areas necessary to Provide the Works, which are not at ground level.
 - d) Equipment designed for the lowering of personnel to access any areas necessary to Provide the Works, which are below ground level.
- 3.5.2 The following principal Equipment categories deployed for the *Contractor* to Provide the Works require its design to be accepted by the *Project Manager*.
- a) Temporary petrol- or diesel-powered compressed air systems and pneumatic equipment that may be required to Provide the Works
 - b) Small petrol- or diesel-powered equipment
 - c) Specialist Equipment required to Provide the Works
 - d) Rigging platforms and specialised rigging Equipment that may be required by the *Contractor* to Provide the Works.
 - e) Launching platforms and incremental launching equipment that may be required by the *Contractor* to Provide the Works
 - f) Temporary access platforms, ladders, walkways, scaffolds, and any other temporary structures required to Provide the Works.

- 3.5.3 The design of Equipment is considered in terms of this contract as *Contractor's* design.

3.6 Equipment required to be included in the *works*

- 3.6.1 All (temporary or permanent) Equipment to Provide the Works is the responsibility of the *Contractor*.

3.7 As-built drawings, operating manuals and maintenance schedules

In undertaking the *works* (including all incidental services required), the *Contractor* conforms and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard. The *Contractor* provides the following:

3.7.1 Installation, Maintenance and Operating Manuals and Data Books

- g) The *Contractor* prepares two (2) marked up hard copies of the latest revision of the *Employer* documents/drawings to represent the As-Built/Final status.
- h) The mark-ups are provided in RED pencil or pen and be complete and accurate. The *Contractor* submits same to the *Project Manager* under cover of a *Contractor's* Transmittal Note.
- i) 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.
- j) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- k) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- l) 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.
- m) The address, phone numbers, and reference numbers of all Sub-*Contractors* must be provided.
- n) 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 is in draft form until the "As-Built" version of each such drawing has been incorporated. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows:
 - Project No./Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - Contractor Name

3.7.2 As-Built/Final Documentation and Data Packs as follows,

- 2x hard copies (Full size) properly indexed,
- 2 x CD ROMs with Adobe Acrobat (.pdf) and "Native" formats, and
- 2 x Memory Stick with Adobe Acrobat (.pdf) and "Native" formats.

3.7.3 The *Contractor* must compile as-built drawings for all HVAC systems, Fire detection and Suppression systems and Fire fixtures and emergency and fire signage installations. All as-built drawings must be signed off by the relevant ECSA registered Pr.Eng or Pr.Tech engineer responsible for the design and implementation of the system.

4 Construction

4.1 Temporary *works*, Site services & construction constraints

4.1.1 The *Contractor* complies with the requirements of security control, permits and port regulations of Site entry and exit:

- a) The *Contractor* plans and attend all necessary Safety Inductions and ensure that all personnel engaged to Provide the Works are inducted as directed by the *Project Manager*, NEC *Supervisor*.
- b) The *Contractor* and all personnel engaged to Provide the Works shall attend all Safety Inductions as required by the *Employer's* Safety Officer, *Employer's* Electrical Engineer and/or as directed by the *Project Manager*.
- c) All work after the energizing of the proposed substation shall be supervised by a Transnet Category C "Green" for work that does not involves MV switching operations; and a Transnet Category A "Brown" certified officer for work that involves MV switching operations.
- d) The *Contractor* arranges for the Transnet Category A "Brown" officer to arrange access to the substations during the execution of the *Works*.
- e) All personnel working or accessing the substation are required to sign the Substation Register and indicate the time of entry, time of exit and the details of the work carried out.
- f) The *Contractor* shall make arrangements for the Transnet Category A "Brown" officer to arrange access to the substations during the execution of the *Works*.
- g) All personnel working or accessing the substation are required to sign the Substation Register and indicate the time of entry, time of exit and the details of the work carried out.
- h) The *Contractor* shall obtain access permits from the TPT Permit Office, and the *Employer's* Safety Officer before accessing the site.
- i) The *Contractor* shall obtain the relevant work permits from the TPT control officer, and the *Employer's* Safety Officer before performing any work.
- j) The *Contractor* shall at all times comply with the Transnet MV Safety Instructions "Blue Book" whilst providing the *Works*.
- k) The Safety Inductions, Access Permits and Work Permits are part of this contract and the *Contractor* shall make allowance for it in his Price and Schedule.
- l) The *Contractor* shall ensure that all relevant safety inductions and access permits are obtained well before the Site Access Date as reflected in the Contract Data.
- m) The Port of Durban is a designated Security Areas under the ISPS requirement, and in terms of this, all access into the Port area will be strictly controlled. Compliance to these security requirements, including labour transport and access

requirements, obtaining and maintaining access cards for the *Contractor's* personnel on Site is part of this contract, and the *Contractor* shall make allowance for it in his Price and Schedule.

- n) The *Contractor* shall obtain the TPT entry permits for all the *Contractor's* personnel within the Port of Durban in accordance with the access control requirements of the Port and the *Contractor* shall make allowance for it in his Price and Schedule. The *Contractor* is also required to obtain the relevant permits for his Sub-*Contractors* and all suppliers. The *Contractor* is required to make applications for these permits on behalf of his workers, suppliers and Subcontractors, and is to nominate a single person to liaise with the relevant port and terminal authorities and the *Contractor* shall make allowance for it in his Price and Schedule.
- o) The *Contractor* provides all staff working within the Project with *Contractor* identification cards which detail the person's name, identity number and the foreman / engineer responsible. The provision of construction personnel with ID cards is considered part of this contract and shall be made by the *Contractor* to a standard acceptable to the *Project Manager* and the *Contractor* shall make allowance for it in his Price and Schedule.
- p) The *Contractor* is to be in constant consultation and cooperation with the Port's security operations to ensure compliance with all the required security procedures and the *Contractor* shall make allowance for it in his Price and Schedule.

4.2 Restrictions to access Site, roads, walkways and barricades

4.2.1 In addition to the above, there may be other restrictions on the Site, and rules relating to roads, and access route to Site:

- a) All vehicles are subject to security checks and all Plant and Equipment brought into the facility and leaving the facility are required to be security cleared by the relevant authorities (*Project Manager* and TPT Security Manager) before access or exit is granted, as the situation may require.
- b) The *Contractor* is required to arrange for the clearing of the items with the *Project Manager* and the TPT Security Manager well in advance of the access or exit requirement to avoid delays in the provision of the *Works*.
- c) The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the *Employer's* operations if any. To this end access routes are allocated and co-ordinated by the *Contractor* in liaison with the *Project Manager*.
- d) The *Contractor* ensures the safe passage of traffic to and around the Site and at all times. This includes providing flagmen, protective barriers, signage, etc for protection, direction and control of traffic.
- e) The *Contractor* shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas on site. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.

- f) The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations or other possible *Contractors* on site.

4.2.2 Barricades and fencing around Site,

- a) The *Contractor* shall be responsible for providing a temporary barricade fence between the port operations and the construction site and maintaining, providing, and/or relocating, if required for construction purposes; the ISPS standard palisade fence to ensure the boundary fence is continuous, and the *Contractor* shall make allowance for it in his Price and Schedule.
- b) The *Contractor* shall obtain permission from the *Project Manager* prior to erecting and/or dismantling including temporarily relocating any section of the ISPS standard boundary fencing.

4.2.3 Restrictions to access Site,

- a) The *Contractor* is prohibited from entering the *Employer's* Operational Areas.
- b) The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- c) The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction areas.

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

4.3.1 The *Contractor* complies with the requirements of the Department of Labour or agreements of the relevant trade unions. Information relating to working hours is supplied to the *Project Manager* prior to commencement of the proposed working hours, and:

- a) All *Contractor's* staff and labour engaged in the provision of the *Works* shall comply with *Employer's* safety requirements and are equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.
- b) If the *Contractor* requests to work overtime, the *Contractor* is liable for the supervision cost required from the *Employers* team during the *Works*.
- c) The *Contractor* keeps daily records of his people, Plant and equipment engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the *Project Manager* and/or the PIRM at all reasonable times. (summarised activity and progress for the day must be mentioned)
- d) Minimum requirements of people employed on the Site are as follows:
 - i. South African identity document or passport/ visa and work permit for foreign nationals,
 - ii. Employment of local labour only for unskilled and semi-skilled job categories as per PIRPMP,

- iii. Secondment of skilled core/ permanent employees if skills are not locally available,
 - iv. Pre-employment medical examinations, and
 - v. Induction in IR matters and conditions of employment on the Project.
- e) Where applicable, the *Contractor* complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the *Employer*.
- 4.3.2 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:
- f) Transnet Port Terminals is 24 hr operations. However, the support services (Engineering and Management functions) are only available subject to the terms of the contract.
 - g) The working hours must be in accordance with the requirements of the Department of Labour.
 - h) Information relating to working hours must be supplied to the *Project Manager* prior to commencement of the proposed working hours.
- 4.3.3 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 reasonable times.
- 4.3.4 Health and safety facilities on Site, the *Contractor* is referred to the Project Health and Safety specifications (PHSS-0001): Annexure C.

4.4 Cooperating with and obtaining acceptance of others,

- a) The *Contractor* performs the *works* and co-operates with the *Employer* (including the agents of the *Employer*) who operate on Site during the entire duration of the Contract period.
- b) The *Contractor* performs the *works* and co-operates with the *Employer's* Engineers, (including the agents of the *Employer's* Engineers) who operate on Site during the entire duration of the Contract period.
- c) The *Contractor* performs the *works* and co-operates with The *Employer's* Management Consultants (including the agents of the Management Consultants) who operate on Site during the entire duration of the Contract period.
- d) The *Contractor* performs the *Works* and co-operates with The TPT Control Office and agents of the TPT Control Office who operate on Site during the entire duration of the Contract period.
- e) The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

4.5 Publicity and progress photographs,

- 4.5.1 The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public.
- 4.5.2 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 4.5.3 The *Contractor* provides a notice board showing the *Employers* Details, The *Employer's* Agent's Details and the *Contractor's* Details at the site.
- 4.5.4 The *Contractor* shall submit the graphic design and the structural support designs of the notice board to the *Project Manager* for acceptance before fabricating or erecting it.
- 4.5.5 The *Contractor* provides progress photographs at monthly intervals in digital format as part of the *Contractor's* monthly programme narrative report. The photos shall include detailed, close photos of construction activities as well as aerial photographs showing general progress.

4.6 Contractor's Equipment,

- 4.6.1 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 4.6.2 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:
 - a) Equipment used by the *Contractor* to Provide the Works shall be assembled and disassembled within the *Contractors* work area and site boundaries or lay-down areas as authorised by the *Project Manager*.
 - b) The *Contractor* is required to remove all equipment that is not part of the *Works* from site after completion of the *Works* and before de-establishment of the site.
 - c) All and any equipment used by the *Contractor* for the provision of the *Works* shall comply to the *Employer's* SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the *Project Manager* in liaison with the *Employer's* Engineers or the *Employers* Consultants.

4.7 Equipment provided by the Employer,

The *Employer* does not provide Equipment to the *Contractor*.

4.8 Site services and facilities

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*.

- 4.8.1 The *Employer* provides the following facilities for the *Contractor*,

- a) For the duration of the Contract, the *Employer* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, *Workshops*, and other *Contractor's* Equipment.
- b) The locations of the potential lay down areas will be identified at the site clarification meeting. The *Contractor* may establish a site camp anywhere within the boundary of this area that does not impede the provision of the *Works*.
- c) The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates, and own security personnel if applicable.
- d) The area may be used for offices, stores, casting yards, repair shops, concrete batch Plants and any other engineering work that may be required.
- e) The *Contractor* shall provide everything else necessary for Providing the *Works*.

4.8.2 Connections to services for *Contractor's* use,

- a) A supply point for Potable Water on Site, identified at the site clarification meeting.
 - i. The *Supervisor* will arrange for the closing of the water valves during the installation of the metered take-off points.
 - ii. The *Contractor* shall be responsible for providing water for all other Working Areas where not provided by *Employer*.
 - iii. The *Contractor* shall provide everything else necessary for providing the *works* in accordance with this contract and attached Annexures.
- b) The power point for reticulation to a designated laydown area by the *Contractor*, and the *Contractor* provides a CoC for the power installation to the site establishment.

4.8.3 Facilities provided by the *Contractor*:

- a) The *Contractor* ensures the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- b) All costs for preparation of the site establishment area are to be allowed for in the *Contractor's* Price.
- c) The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- 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 reticulation and all other usage costs associated with the provision of services are included in Price.
- e) The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.

- 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, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- h) The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the *Works*.
- i) The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- j) The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- k) Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- l) Upon completion, and within one month of the date of acceptance of the *works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- m) No excess or discarded materials or equipment may be buried or dumped within the port boundary.
- n) Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- 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) Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- q) The *Contractor* shall provide, maintain, and remove lockable portable chemical type toilets.
- r) The *Contractor* shall provide a suitably sized construction power supply by means of either municipal supply, or Generation Plant equipment, as required.

- 4.8.4 The *Contractor* shall submit his invoices and/or municipal billing statements for the power supply as part of his Preliminary and General claims for the duration of the *Works* where applicable. Describe what the *Contractor* is to provide in the way of Site accommodation, laboratories, storage, vehicles and office equipment etc for the *Project Manager* and the *Supervisor*, and any restrictions or minimum requirements concerning the *Contractor's* own facilities.
- 4.8.5 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.
- 4.8.6 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/her proposed methods of construction which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise and vibration for acceptance by the *Project Manager*.
- 4.8.7 Sequences of construction or installation,
- a) The *Contractor* is hereby informed of the requirements of maintaining the continuity of supply to the Port of Durban and is required to arrange and sequence his/her *Works* to ensure that there is no disruption to the Port Operations.
- b) Should it be impossible to avoid a disruption as described in (a) above, the *Contractor* shall notify the *Project Manager*, *Supervisor* and the *Employers* Engineers 21 working days before the anticipated disruption and request authorization to commence with the aspect of the *Works* that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.
- 4.8.8 The *Contractor* complies with the following:
- Giving notice of work to be covered up,
- a) The *Contractor* notifies the *Project Manager* 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 *Project Manager*.
- c) The *Contractor* shall notify the *Project Manager* of any tests and inspections required by the *Employers* Quality Management Procedures and/or the *Employers* Engineers within 14 working days prior to the advent of inspection or tests that require witnessing.

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

- a) The *Contractor* is required not to disrupt the continuity of electrical supply to the Port of Durban when Providing the *Works*.
- b) Should it be impossible to avoid a disruption as described in (a) above, the *Contractor* shall notify the *Project Manager* 21 working days before the anticipated disruption and request authorization to commence with the aspect of the *Works* that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.

5 Completion, testing, commissioning, and correction of Defects

5.1 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.

Table 3: Items of work to do before Completion Date

Item of work	To be completed by
Investigation, Survey and Site Clearance (paragraph 7.5 to 7.8 of the Works Information, and specifications as necessary for the detail design and enabling procurement of long lead parts) need to complete as soon as possible.	Do within two and half (2,5) weeks post signing the letter of award by the <i>Contractor</i> .
Design work (under paragraph 7.8 of the Works Information) need to complete in favour of expediting specifications, TPT acceptance of designs and timeous <i>Contractor's</i> procurement events, manufacturing and subcontracting.	Do within four and half (4,5) weeks post signing the letter of award by the <i>Contractor</i> .
New MV switchgear and components (explained under 7.9) delivered to Site and ready for installation and construction window(s) of the <i>Employer</i> .	Do and ready on Site or <i>Contractor's</i> site establishment) for Site <i>works</i> within twenty seven (27) weeks post signing the letter of award by the <i>Contractor</i> .
Construction <i>works</i> under paragraph 7.9 need to be complete in line with the latest revised schedule, done collaboratively with the <i>Employer's</i> team and based on procedures, method statement, installation windows, and etc. provided by TPT.	Allow for a duration of three (3) weeks, assuming one (1) window of two (2) hours duration is provided by TPT per week. The window duration can be reviewed closer to the time all parts arriving on Site and in collaboration with the <i>Supervisor</i> , TPT Engineers, and the <i>Project Manager</i> .
As-built information, drawings, operating manuals, and maintenance schedules of the South Substation installations (Electrical,	Within ten (10) days after final commissioning and handover, prior to Completion, and in accordance with

Mechanical, HVAC and Fire Detection and Suppression) paragraph 7.9 under C3.1 <i>Employer's Works Information</i> .	compliance required per paragraph 3.7 under C3.1 <i>Employer's Works Information</i>
Performance testing of the <i>works</i> in use as specified in paragraph 7.9.8 (Testing and Commissioning of the installation) of this Works Information.	See paragraph 5.7 (Performance tests for Completion) to be completed immediately on product acceptance at various quality stages.
Technology transfer of the <i>Employer's</i> selected staff in the maintenance and operations of all specialised plant and Systems and Software, including fire: systems, switchgear and protection relays, power systems modelling, and simulation software required under paragraph 9.8 of the Works Information.	Done progressively throughout the project and collaboratively planned with the <i>Supervisor and Employer Engineers</i> , and completed prior to Completion of the <i>Works</i> . Contractor to maintain attendance register for handover records. Note: Delayed technology transfer will result in the maintenance being attended to by the <i>Contractor</i> and without additional cost to the Employer.
Delivery of all the spares procured under this contract.	All spares
The <i>Contractor</i> completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition, to the satisfaction of the <i>Project Manager</i> .	Do within two (2) weeks of Completion of the <i>works</i> . Removal is immediate around operational areas or as instructed by the <i>Supervisor</i> .

5.2 Use of the *Works* before Completion has been certified,

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

- a) All Cable, Switchgear, Protection relays, Control Systems Plant and Software or any other Electrical or Mechanical Plant installed by the *Contractor* so that the *Employer* may maintain the functionality of systems and existing Plant that is required by the *Employer* to conduct the *Employers* operational activities, and the operational activities of TPT.
- b) All Cable, Switchgear, Protection relays, Control Systems Plant and Software or any other Electrical or Mechanical Plant installed by the *Contractor* so that the *Employer* may maintain the continuity of the Electrical Supply to the Port of Durban.
- c) Any temporary or permanent Lighting installation installed by the *Contractor* that may be required by the *Employer* to be used for the night-time operational activities of TPT or others, as required by the *Project Manager*.

5.2.2 The reason for the use of the *works* before Completion has been certified is due to the requirement to energise ship-to-shore cranes (STS), Refers, and other mini-substations

on the shared electrical network. This condition results in smaller windows or different days available to the *Contractor* to Provide the Works.

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

- a) Only correction of defects which do not prevent the Employer from beneficiation.

5.3 Materials facilities and samples for tests and inspections

5.3.1 The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the *works*, as per ECC Clause 40.2:

- a) The *Contractor* is required to provide all materials, facilities and samples for any tests required.
- b) The *Contractor* needs to furnish samples of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Project Manager*.
- c) The *Contractor* needs to furnish samples of any Plant that is other than, or different to, that required by the *Employer's* Engineering Specifications, that shall be utilised in the *Contractor's* Designs, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Project Manager*.
- d) The *Contractor* needs to furnish samples of any Plant that is proposed to be used in the *Contractor's* Designs, to the *Project Manager* for Acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the *Project Manager*.
- e) The *Contractor* needs to give notice to the *Project Manager* of the required inspection not less than 2 weeks before the inspection is required.
- f) The *Employer* does not have any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

5.3.2 No facilities and/or samples provided by the *Employer*.

5.4 Commissioning

5.4.1 The *Contractor* is referred to Annexure H - High Level Commissioning Plan for details of the inspections tests and activities required for commissioning of Plant. Where the word or expression in the former document reads "Equipment" the meaning is "Plant" and vice versa. The *Contractor* shall develop a detailed Commissioning plan, taking into cognisance the *Employer's* High-Level commissioning plan, as part of the provisions of this contract and submit the commissioning plan to the *Employer's* Agent for acceptance.

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

- a) The *Contractor* needs to arrange for Factory Acceptance Testing of selected Electrical and Mechanical Plant as required by the *Employer* at the Supplier's Premises before any Plant is despatched to site.
- b) The Factory Acceptance Testing has to be witnessed by the *Employer*, but in doing so; the *Employer* assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.
- c) The *Contractor* needs to arrange for Factory Acceptance testing for Electrical and Mechanical Plant at the factory of manufacture before the Plant leaves the factory.
- d) The *Contractor* must arrange Site Acceptance Testing for the selected Plant when it arrives on Site.
- e) The Site Acceptance Testing must be witnessed by the *Employer*, but in doing so; the *Employer* assumes no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.
- f) The *Contractor* needs to appoint an independent ECSA registered commissioning engineer to conduct and coordinate the commissioning activities. The Curriculum Vitae of the commissioning engineer shall be submitted to the *Employer* for acceptance before his/her appointment.
- g) The *Employer* reserves the right to reject the proposed commissioning engineer if he/her is deemed unsuitable to carry out the commissioning activities as required by the *Employer*.
- h) The installation must be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the *Works* are substantially complete.
- i) The *Contractor* provides adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.
- j) The commissioning needs to include interaction between other systems and others where interdependence of installations is encountered.
- k) The commissioning process must, after all testing has been completed, be the final proving ground of the systems, and during this procedure the installations need to be subjected to all possible inputs and actions which may be encountered under operational conditions.
- l) The *Contractor* must prove the full operation, working and compliance of the installation in accordance with the specifications.
- m) A detailed programme of the planned commissioning procedures must be submitted to the *Project Manager* at least 10 working days before commissioning commences.
- n) The commissioning programme shall include but is not limited to:

- vi. A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
- vii. Commissioning check sheets,
- viii. Commissioning programme dates and duration
- o) The *Contractor* must supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers etc. required to test and commission the complete *Works*.
- p) An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.
- q) The *Contractor* needs to perform all tests as required by any Sections or Clauses of the Works Information and all tests required by the *Employers* Specifications annexed thereto, and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the *Project Manager*.
- r) Testing and commissioning is considered part of the *works* and must be done before completion.

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

5.5.1 The *Contractor* provides the following assistance to the *Employer*:

- a) The *Contractor* ensures that the documentation required as per this Works Information is presented to the *Project Manager* before Completion.
- b) The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the buildings (HVAC, switchgear and its protection, fire detection and suppression) other systems that reflect the status of the completed *Works* for Mechanical, Electrical, Control and Instrumentation, General Layouts and Detail Drawings, (and including Plant within the *works*) to present to the *Employer*.

5.6 Access given by the *Employer* for correction of Defects

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

- a) Access into areas already handed over by the *Contractor* for correction of any defect shall be subject to the approval of Port's Operations, and these times shall be communicated to the *Contractor* by the *Project Manager* or the *Supervisor*.
- b) The areas required by the *Contractor* will need to be temporarily barricaded by the *Contractor* before the *Contractor* commences with any corrective work.
- c) The *Employer* may either impose the same Site access / egress restrictions as communicated elsewhere in the *Employer's* Works Information at the starting date / access date stated under Contract Data - Part One, or as the *Works* are now in use or the *Employer's* occupation of the Site may be incrementally or substantially

changed post Completion, there may be further access / egress restrictions as required by the *Employer* and The Port of Durban.

5.7 Performance tests for Completion

5.7.1 The *Contractor* performs the following performance tests after Completion of the *works*:

- a) Demonstrate the functionality and performance of the Protection Relay settings for the Port of Durban Substation installation, in its ability to function as a standalone system for the Substation, to the satisfaction of the *Employer's* Engineers.
- b) The *Contractor* is required to demonstrate the functionality and performance of the proposed Substation Protection Relay settings and the grading thereof, as a part of the overall integrated Protection Relay settings and the grading thereof, that service all the substations/ *works* linked to the construction and operations of the proposed Substation.
- c) The *Contractor* is required to demonstrate the functionality and performance of the proposed Substation fire detection and suppression system and certification thereof, as a part of the overall integrated fire protection system of the substation.

5.8 Training and technology transfer,

5.8.1 The *Contractor* facilitates the following requirements for training *workshops* after handover for the *works* in use (before Completion):

- a) Training for the *Employer's* selected staff in the maintenance and operations of all specialised Plant and Systems and Software, and FIRE systems, Switchgear and Protection Relays.
- b) Training of 6 (six) *Employer's* staff on the power systems modelling and simulation software required as part of the scope of *works*. Formal Training by ETAP on the ETAP software or training by ETAP approved service provider.
- c) Training of 6 (six) *Employer's* staff on the HVAC systems and fire detection and suppression systems.

5.8.2 Training must be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.

5.9 Operational maintenance after Completion

5.9.1 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

- a) The *Contractor*, within the Defect period, provides technical support and operational maintenance to the Port for the Substation Switchgear as scheduled in collaboration with the *Employer* and in accordance with the Defect management procedure in the contract.

- b) The *Contractor*, within the Defect period, provides technical support and operational maintenance to the Port for the Fire Protection System and in accordance with the Defect management procedure in the contract.
- 5.9.2 On completion, the *Contractor* provides a 24-month OEM full service for the switchgear installation.
- 5.9.3 The *Contractor* must include as part of the *works* and within 52 weeks Defect period, a full service and maintenance of the complete fire detection and suppression system at no additional cost to TPT.
- 5.9.4 On completion, the *Contractor* provides a 24-month OEM full service on the complete fire detection and suppression system.

6 Plant and Materials Standards and Workmanship

6.1 Plant and Materials

- a) The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted or approved by the *Project Manager*.
- b) The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- c) No Plant or Materials will be provided "free issue" by the *Employer*.
- d) The *Contractor* provides all Plant and Materials necessary for the *Works*.
- e) The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *works*.

7 Detailed Scope of Work

7.1 Legislation

Table 4: List of South African legal requirements which need to be complied with including all the codes and standards referenced in these legislations.

Table 4: Legislations

Item	Document Number	Description
[1]	OSH ACT 85 of 1993	South African National Occupational Health and Safety Act 85 of 1993 and Regulations

7.2 Standards

Table 5: List of all South African and International Standards which need to be complied with including all the codes and standards referenced in these standards.

Table 5: Standards

Item	Document Number	Description
[1]	SANS 10142-1&2	Code of Practice for the Wiring of Premises.
[2]	SANS 62305-1	Protection against lightning Part 1: General principles
[3]	SANS 62305-2	Protection against lightning Part 2: Risk management
[4]	SANS 62305-3	Protection against lightning Part 3: Physical damage to structures and life hazard
[5]	SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
[6]	SANS 10313	Protection against lightning - Physical damage to structures and life hazard
[7]	SANS 10199	The design and installation of earth electrodes
[8]	SANS 1063	Earth rods, couplers and connections
[9]	SANS 10198	The selection, handling and installation of electric power cables of rating not exceeding 33 kV: Cable laying and installation
[10]	SANS 1091	National Colour Codes
[11]	SANS 1973-1	Low Voltage switchgear assemblies >10kA
[12]	SANS 1973-2	Low Voltage switchgear assemblies <10kA
[13]	SANS 10292	Earthing of Low Voltage (LV) distribution systems
[14]	SANS 60529	Degrees of protection by enclosure (IP codes)
[15]	SANS 61689	Instrument Transformer
[16]	SANS 62268	Electricity Metering Equipment
[17]	SANS 725	IEEE Guide for Safety in AC Substation Grounding
[18]	SANS 10 400-O	The application of the National Building Regulations Part O: Lighting and ventilation
[19]	SANS 10 400-T	The application of the National Building Regulations Part T: Fire protection
[20]	SANS 10139	Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
[21]	SANS 14520	Gaseous fire-extinguishing systems - Physical properties and system design
[22]	SANS 1186	Symbolic safety signs

7.3 Specifications

Table 6: List of all Transnet Specifications used in the development of this document

Item	Document Number	Description
[1]	TPD-001-EL&PSPEC	Specification for electrical installations to buildings other than dwellings houses
[2]	TPD-003-CABLESPEC	Specification for the supply and installation of medium voltage and low voltage electrical cables
[3]	TPD-004-EARTHINGSPEC	Specification for earthing and the protection of buildings and structures against lightning.
[4]	TPD-007-MVSWITCHSPEC	Specification for indoor medium/ high voltage (1kv to 33 kV) alternating current switchgear and control gear

7.4 Service Conditions

- 7.4.1 All plant/equipment shall be designed and rated for continuous operation under the following conditions: -

Altitude	0 to 1800m above sea level
Ambient air temperature	Max 45 deg. C; Min. 5 deg. C
Humidity	as high as 96 %
Lightning conditions	Severe with 11 flashes/km ² /annum
In addition, the atmosphere will be Salt laden and corrosive industrial chemical and dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 Km/h and above.	

- 7.4.2 All Low Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage:	400V
Minimum - Maximum system voltage:	380V - 420V
Nominal frequency:	50 Hz \pm 2 Hz
No. of phases:	3 Phase and Neutral
Short Circuit	31.5kA
Neutral Point	Solidly Earthed

7.4.3 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage:	11kV
Minimum - Maximum system voltage:	10.45kV – 11.55kV
Nominal frequency:	50 Hz \pm 2 Hz
No. of phases:	3 Phase
Neutral Point	Solidly Earthed
Short Circuit	25kA

7.5 Investigation, Survey and Site Clearance

7.5.1 The *Contractor* carries out the following investigations at the Site:

- The Contractor tests the integrity of the existing earthing system at the substation and submits all test results for acceptance by the *Employer's* Engineer.
- For the proposed new installation, and in the case where the existing earthing and bonding system does not comply with the requirement of SANS 10313 and the Employer's specification, the Contractor performs full/parts of the design of the earthing system for substation.
- The Contractor appoints a protection specialist/consultant to perform medium voltage load flow, fault level, and protection study for the entire network.
- The consultant/specialist performs a modelling and simulation study of the entire network using the latest version of ETAPS (latest version) and produce a load flow, short circuit, and protection study report for acceptance by the Employer's Engineer.
- The Contractor appoints a fire Specialist/consultant to conduct investigation for fire protection system design in the South substation.
- The information / investigation reports are carried forward for detailed designs work of the plant in accordance with the specifications incorporated.

7.6 Building works

7.6.1 The *Contractor* carries out the required work to make the substation compliant and 'good', subject to the approval by the *Project Manager*. The provisional work requires a minimum of three quotations for approval and its payment on defined cost. The associated work includes,

- Removal and/or installation of fire doors per the design or material selection,
- Painting,
- Cracks filling,
- Make openings and do sealing of holes as required for fire installation, and
- Other building work.

7.7 Civil Engineering and Structural Works

7.7.1 Not applicable

7.8 Design works to be executed by the Contractor

7.8.1 South substation works requirements,

- a) Electrical and mechanical engineering *works* must be executed by the *Contractor's* accredited specialists under each discipline, and as accepted by the *Employer* or in accordance with the contract.
- b) The information emanating from the investigation conducted in the substation and electrical network becomes input to detailed designs of the plant in accordance with the standards and specifications incorporated to Provide the Works.
- c) For the proposed new installation, and in the case where the existing earthing and bonding system does not comply with the requirement of SANS 10313 and the Employer's specification, the Contractor performs full/parts of the design of the earthing system for substation.
- d) The consultant/*Contractor* produces a load flow, short circuit and protection study report for acceptance by the *Employer's* Engineer.
- e) The *consultant/Contractor* procure and provides the most modern standalone version of the software as part of this contract, and the procured software together with the models shall be handed over to the *Employer* upon completion of the project.
- f) The *Contractor* implements the protection settings of the entire network based on the simulated model and protection study report.

7.8.2 Mechanical system,

- a) The *Contractor* is responsible for the full detail design of a positive pressurised HVAC ventilation system which must ensure that a positive pressure is maintained in the substation relative to the surrounding outside environment, thus preventing ingress of fine dust particles from the outside into the substation room.
- b) The HVAC air conditioning system must have sufficient cooling capacity by being adequately sized to service all heat loads which exists in the substation. The design includes for the replacement of the substation doors and relevant louvres.
- c) All designs must be carried out in compliance with the relevant SANS codes and ASHRAE design codes.
- d) All HVAC designs must be signed off by an ECSA registered professional Pr.Eng or Pr.Tech Eng which has adequate experience in the specific discipline and applicable system design.

7.8.3 Fire Detection and suppression systems,

- a) The *Contractor* is responsible for the full detail design of a Gaseous fire detection and suppression system for the substation building. The volumetric size of the building is approximately 165m³ combined.

- b) The fire suppression, detection and discharging of the gas shall include the entire volume of the interior of the substation as well as all the cable trenches in the substation.
- c) Fire detection shall be designed to detect fire in trenches as well.
- d) The fire protection systems must be based on a total flooding gaseous agent which has a low ODP (ozone depletion potential).
- e) The gaseous suppression agent/gas must be based on FK-5-1-12 for the substation fire suppression application and must fit into the free space allowed for it inside the substation.
- f) The fire detection and suppression system must include for a suitable communications system which allows for alerting of the monitoring and operational team of fires detected in the substation. The *Contractor* consults and cooperate with the *Employer's* Engineer(s), *Supervisor* and the *Project Manager* on the arrangement without derogating from his responsibilities to ensure that the most efficient and cost effective type of system is designed.
- g) All designs must be carried out in accordance with the relevant SANS codes and other applicable codes of design.
- h) All fire detection and suppression designs must be signed off by an ECSA registered professional (Pr.Eng or Pr.Tech Eng) who has adequate experience in the specific discipline and applicable system design.
- i) The Contractor is responsible for the full detail design of the fire protection fixtures and fire and emergency signage associated with the substation in compliance with the relevant SANS codes.
- j) All fire protection fixtures and signage must be signed off by and ECSA registered professional Pr.Eng or Pr.Tech Eng which has adequate experience in the specific discipline and applicable system design.
- k) The Contractor is responsible for taking the necessary on-site measurements and drafting of the relevant drawings needed/required as input to the HVAC system and Fire detection and suppression system designs.
- l) The Contractor shall, as part of the design process of the HVAC and Fire Protection Systems and Fire protection Fixtures and Signage, compile and submit the following documents to the Employer during the design process, at the various stages of the design process:
 - v. Concept drawings;
 - vi. Detail design drawings, plan layouts, sections, elevations and relevant detail drawings;
 - vii. Design Criteria document which specifies the design premise, site conditions, codes of design, type of systems which will be designed, design approach, etc.

- viii. Engineering design report which must report on all the systems designed regarding the design process followed, the codes of design followed, the design considerations, explain how the specific system were arrived at in the design process as the best possible solution including all design calculations.

7.9 Construction *works* to be executed by the Contractor.

7.9.1 MV Switchgear Installation,

- a) The *Contractor* obtains applicable work permits before any commencement of the MV *works* and ensures minimal disruption to operations in planning thereof.

7.9.2 Existing Switchgear (and the associated installation) Disconnection in the Substation.

- a) The *Contractor* disconnects, removed, and dismantle the existing 11kV MV switchgear.
- b) The removed 11kV switchgear gets transported by the *Contractor* to the Transnet Engineering *workshop* within a radius of 3km and handed over to the depot electrical *Supervisor*.
- c) The *Contractor* disconnects and removes the existing battery charger with battery banks and associated accessories including loading, transportation within a 3km radius; offloading and safe disposal storage as instructed by the Transnet Engineering electrical supervisor.

7.9.3 South substation – new MV switchgear,

- a) The *Contractor* supplies, install and commission two (2) 11kV incomer panels, and supply one spare delivered to TPT storage. The incomer panel is complete with protection relays, anti-condensation heaters, Current and voltage transformers as per specification TPD-007-MVSWITCHSPEC and South substation MV - Single Line Diagram and Floor Plans. The panels are bottom cable entry to allow installation of incoming cables from the Trench. The panels cable termination compartments shall be designed suitable for EN 50181 and DIN 47637 plug type terminations.
- b) The *Contractor* supplies, install and commission eight of 11kV feeder panels, wherein one is a spare feeder panel, and two spare feeder panels delivered to TPT storage inside the port. The feeder panels are complete with protection relays, anti-condensation heaters and instrument transformers as per specification TPD-007-MVSWITCHSPEC, and drawing (South Quay Substation MV Single Line Diagram and Floor Plans). The panels shall be bottom cable entry to allow installation of incoming cables from the Trench. The panels cable termination compartments shall be designed suitable for EN 50181 and DIN 47637 plug type terminations.
- c) The *Contractor* supplies, install and commission one 11kV bus-section panel equal to the incomer panel, complete with protection relays, anti-condensation heaters and instrument transformers as per specification TPD-007-MVSWITCHSPEC, and drawing (South Quay Substation MV Single Line Diagram and Floor Plans).

- d) The *Contractor* supplies, install and commission one 11kV bus-riser panels/bus-bar Earth and VT panels.
- e) The *Contractor* designs, supply, install and commission the battery bank (enclosed in a cabinet) and battery terminal unit for the 11kV switchgear complete with protection and wiring.
- f) The *Contractor* designs, supply, install and commission a complete arc ducting system for the 11kV switchgear as per specification TPD-007-MVSWITCHSPEC. (Ducting to extract to exterior of substation with suitable weatherproof stainless-steel cowl).
- g) The *Contractor* designs, supply, install and commission the small electrical lighting and power.

7.9.4 Cable Installation,

- a) The *Contractor* disconnects the existing MV feeder and incomer cables from the existing MV switchgear. The cables are reused in the new installation with new termination kits.
- b) The removed cable terminations are handed over to the Transnet Engineering Depot electrical supervisor.
- c) The *Contractor* supplies new MV plug type terminations designed to EN 50181 and DIN 47637 and install and terminate all existing MV cables with new termination kits as per SANS 101980, Transnet specification TPD-003-CABLESPEC and South Substation MV Single Line Diagram and Floor Plans. The *Contractor* to ensure that the switchgear cable compartment is manufactured (with the female end) to suit the plug type termination. One spare of the plug type termination, like installed, is delivered to TPT storage.
- d) All switchgear plant and components are required to carry a warranty of twenty-four (24) months. The Contractor replaces all components which fail until the end of 24 months calculated from Completion Date. This period includes a twelve (12) months Defect period.
- e) The *Contractor* selects, supply, and install MV feeder cables to allow for ease of swinging over and less disruption of operations, ref South Substation MV Single Line Diagram for switching.
- f) The *Contractor* temporarily runs cables from the Main South Substation to the MV switching station to allow for all reticulation in the half section of the main MV switchgear to be fed from the temporal switching station.
- g) The *Contractor* is expected to work on one section of the bus-section, complete, test and commission the section before moving the other section of the busbar.
- h) The *Contractor works* in collaboration with the *Employer's* engineer in drafting a switching plan to ensure minimal disruption to operations. The switching needs to be drafted upon award and in conjunction with the program for acceptance. The *Contractor* takes ownership, and adheres to the switching plan and respective

changes, but obtains assistance from the *Employer Engineer's* in performing the actual switching.

- i) The *Contractor* selects and install equal or similar approved to Connex pluggable and reusable cable joints.
- j) The *Contractor* seals and make good all cable entries and exits of the substation to prevent water from entering the substation trenches.

7.9.5 Installation of new HVAC systems,

- a) The *Contractor* must dismantle and remove all existing HVAC ventilation and air conditioning system components and plant and must dispose of all dismantled and removed HVAC components and plant at a designated dumping facility. The *Contractor* must close all building works openings which have been left by removal of existing HVAC and fire protection systems as well as close up all openings which requires closing-up to allow for proper functioning of the HVAC and fire protection systems.
- b) The *Contractor* shall install the new positive pressurised HVAC system and air conditioning HVAC system and all associated doors, door grilles, fans, louvres, motorised dampers, and all other associated HVAC system components in accordance with the *Contractor's* design and the relevant applicable codes. The complete HVAC system must be integrated with the new fire gas suppression system and interlocked with the fire suppression system to ensure efficient fire suppression in accordance with the relevant codes. The *Contractor* is responsible for all building works associated with the new fire detection and suppression system and HVAC system.
- c) All HVAC plant and components shall be new and sourced from a good quality brand manufacturer with a good aftersales backup service and suitable local spares availability.
- d) All HVAC plant and components are required to carry a warranty of twenty-four (24) months. The *Contractor* replaces all components which fail until the end of 24 months calculated from Completion date. This period includes a twelve (12) months Defect period.
- e) The ventilation of the building must be in accordance with the requirements of the Occupational Health and Safety Act 85, 1993 and the relevant SANS codes or as amended.
- f) The HVAC design needs to conform to the SANS 10400 O and all other applicable standards.
- g) All refrigerants used in HVAC systems and gaseous, fire suppression systems used must have an Ozone Depletion Potential (ODP) of zero and a very low Global Warming Potential.
- h) Inlet and outlet designs must allow for the relevant cowls, grilles, filters at each of the inlets and outlets where applicable to prevent ingress of dust and moisture and protection against ingress of water during rainy and windy conditions.

- i) These Inlet and outlet designs must be done in such a way that filters can easily be removed to clean and maintain.
- j) The HVAC systems must be interlocked with the fire suppression and, suitably react before the fire gas suppression system discharges the gas.
- k) All mechanical system components must be new.

7.9.6 Fire detection and suppression system,

- a) The *Contractor* dismantles and remove all existing fire detection and suppression system cylinders, pipework, panels and all associated components and must dispose of all dismantled and removed fire protection system components at the relevant designated off-site facility.
- b) The *Contractor* must install the complete new fire detection and suppression system with all of its associated components in accordance with the *Contractor's* Design and all the relevant SANS and other applicable codes.
- c) All fire detection and suppression system components shall be new and sourced from a good quality brand manufacturer with a good aftersales backup service and suitable local spares availability.
- a) The *Contractor* includes a 24month maintenance contract on the complete fire detection and suppression system as part of the *works*. The design of fire protection must also include the relevant fire extinguishers, and fire signage in accordance with the relevant applicable SANS codes.
- b) A fire stopping solution shall be installed between rooms and within the trenches. This will slow down the spread of a fire for a calculated length of time and would also allow for the designed suppression system to extinguish the fire.
- c) The gaseous fire detection and suppression system must be interlocked with the HVAC systems to ensure sufficient containment of the fire suppressant agent during a fire event.
- d) The *Contractor* shall perform room integrity testing on each of the rooms of the substation, to ensure that all openings are tightly sealed to provide efficient containment of the fire suppression gas during a fire event. This would require any holes in walls, ceilings, etc. to be sealed using the correct method for the application.
- e) All doors shall be fire rated.
- f) Fire control, safety and risk management shall be conducted in full compliance with the National Building Regulations, SANS 10400-T, as amended and with all other applicable codes, Legislation and Regulations. It will be required that a complete Fire systems report be submitted, along with all other information regarding Fire Compliance.
- g) The control panel for the monitoring of the fire detection system to be fitted to a Security Control Room to facilitate 24-hour monitoring.

7.9.7 Substation building refurbishments,

- a) The Contractor is responsible for executing the following minor building *works* to the existing substation building. The *works* are to be to the acceptance of the Transnet Architect. The Contractor to provide data sheets and specifications of all products for the approval of the Architect, prior to fitment.
- b) Internal floors: Remove all loose and flaking floor coating and re-coat in strict accordance with manufacturers specifications. Floor to be re-coated using a solvent free resin based, electrostatic dissipative flooring system. Flowshield SL 1000 ESD, or equally approved, to be used. Colour: standard red
- c) Ceiling: Remove all loose and flaking paint and re-paint in strict accordance with manufacturers specifications. Ceiling to be painted with 100% acrylic PVA. Plascon One coat Ceiling paint, or equally approved, to be used. Colour: White
- d) Concrete roof slab: Fit new waterproofing on existing waterproofed slab, in strict accordance with the manufacturer's specifications. Roof to be waterproofed with a liquid acrylic waterproofing membrane. Sika RainTite, or equally approved, waterproofing system in conjunction with a non-woven polyester membrane.
- e) Roller shutter door to be cleaned using an appropriate aluminium cleaner. All components of the door to be serviced and replaced where necessary. Alternatively, a roller door replacement is provided as an option in case compliance is not achievable in accordance with the fire protection design specification as required elsewhere in the Works Information.
- f) Existing transformer door and frame to be removed and replaced with new as per Tilley Doors, or equally approved. Provide all accessories and fittings. Door and frame to be galvanized and epoxy powder coated. Colour dark grey. Pull handle and pad latch as per Bitcon Industries, or equally approved. 100mm brass hinges as per Bitcon Industries, or equally approved.
- g) Protection of *works*: The *Contractor* shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall always keep all parts of the *works* perfectly clean and free from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the *Supervisor's* approval. The premises shall be left clean and fit for occupation at completion of the work.
- h) All *works* shall be in accordance with SANS 10400 and the OHS Act.

7.9.8 Testing and Commissioning of the installation,

- a) The *Contractor* must conduct a Factory Acceptance Test (FAT) for all Plant's to be installed as part of the *works* to be executed in this contract prior to delivery to site. The FAT shall be conducted in the presence of the *Employer's* Engineers. The legal transfer of ownership from the Plant's supplier to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.
- b) The *Contractor* must conduct a Site Acceptance Test (SAT) for all Plant's supplied, offloaded, and delivered to the designated *Employer's* site. The SAT shall be

conducted in the presence of the *Employer's* Engineer. The legal transfer of ownership from the Plant's supplier to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested and commissioned on the *Employer's* designated Site.

- c) The *Contractor* must test the MV installation and LV installation and hand over all relevant test certificates to the *Employer's* engineer for acceptance. The *Contractor* shall hand over both MV and LV certificate of compliance respectively as per the OHS Act 85 and SANS 10142-1 and SANS1042-2 for the installation.
- d) The *Contractor* must test and commission the entire Earthing system as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in the presence of the *Employer's* Engineer. The *Contractor* must handover all test certificates to the *Employer's Project Manager* for acceptance by the *Employer's* Engineers.
- e) The *Contractor* must test and commission the gaseous fire detection and suppression system including all associated system components in accordance with the SANS 14 520 code and hand over all relevant test certificates and COC's and AIA documents to the *Employer's Project Manager* for acceptance.
- f) The *Contractor* must test and commission the complete HVAC installation including all ductwork, air conditioning units, refrigerant piping and all associated system components as per the relevant SANS standards and hand over all relevant test certificates and COC's and AIA documents to the *Employers Project Manager* for acceptance.

7.9.9 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.

7.9.10 Process control and IT work,

No requirement.

8 List Of Drawings

8.1 Drawings issued by the *Employer* as illustration(s) of the requirements

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

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

Drawing number	Revision	Title
	0	Port Switching Layout
	0A	South Quay Substation MV Single Line Diagram and Floor Plans
	0A	South Quay Substation MV Single Line Diagram for switching

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL
PIER 2, AS ONCE OFF SUPPLY

SECTION 2

9 Management and start up

9.1 Management meetings

9.1.1 It is envisaged that at least monthly contract management meetings, plus weekly progress meetings during the site erection phase and daily meetings during the commissioning phase, will be held. At all meetings, the Contractor presents all relevant information including progress reports, quality plans, schedules, HSE measures, and Subcontractor management reports.

- 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 beneficial for the *Employer* to hold weekly risk register meeting, used to discussed risks, 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.

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

Table 6: Communication Plan

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on [TBA]	Virtually or on site	<i>Project Manager, Supervisor</i> as necessary and appropriate delegates and <i>Contractor</i> appropriate key persons.
Kick-Off Meeting	Prior to Commencement of Construction	Port of Durban	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)
Contract Progress Meeting	Fortnightly	Port of Durban	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)
Risk Register and Compensation Events	Weekly	Port of Durban	<i>Project Manager</i> (and appropriate delegates), <i>Supervisor</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Monthly SHE meetings	Monthly	Port of Durban	<i>Employer, Project Manager</i> (and appropriate delegates), <i>Contractor</i> (line management, site supervisors, safety officer,

			environmental officer and safety reps)
Safety Visible Felt Leadership Walkabout	Weekly	On Site	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Safety <i>Workshop</i>	Bi-weekly	On Site	<i>Contractor's</i> site supervisors

- c) 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.
- d) 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.

9.2 Documentation control

- 9.2.1 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, remains the sole responsibility of the Contractor.
- 9.2.2 TPT's Project Document Controller is responsible for the management of all technical and non-technical documentation throughout the life cycle of the Project.
- 9.2.3 Document Controller ensures registration, classification, scanning if required, documents tracking, storing, distribution and filing of all hardcopy and electronic documents generated for and on behalf of the project.
- 9.2.4 All documents / data created for the Project must be numbered and named according to the TPT Codification Procedure. Such numbering is only available from the Project's Document Control Group.
- 9.2.5 All contract correspondence is issued through document control. Communication need to be electronic, and is to be addressed to the *Project Manager* and Transnet Port Terminals Doc Control mailbox at all times email :DBNDocControl@transnet.net
- 9.2.6 The Contractor / Service Provider is responsible for ensuring that all documentation and its transmittal conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Documents/Data not meeting the Project Standards and data Quality requirements is the Contractor's risk, and could lead to data rejection, rework, delayed project completion.
- 9.2.7 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 DBNDocControl@transnet.net with clear instruction and reference of data / information / document that is being replaced.

- 9.2.8 The Contractor is responsible for ensuring that the information being used is the latest version to Provide the Works. Any clarification must follow the contract protocol.
- 9.2.9 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of data / documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 9.2.10 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. E.g. One drive should be used for document submission that exceed the email size requirement.
- 9.2.11 The Contractor is responsible for the supply of all Subcontractor / manufacturer / suppliers, etc. documentation and data related to their package of work, and shall ensure that all have the capability to supply the necessary documentation and data in the required format, time-frame, and quality as outlined in the specified standards prior to doing business.
- 9.2.12 The required number of copies are, minimum, four (4) comprised of one (1)x original document + two (2) x hard copies + one (1) corresponding electronic PDF and 'Native' file formats upon final submission.
- 9.2.13 The Contractor shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- 9.2.14 Final issues of all documentation shall be supplied to the *Project Manager* in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

9.3 Safety risk management

- 9.3.1 The Contractor provides the following documentation to the *Employer*:
- a) Insurance provided by the Contractor.
 - b) Health and Safety file, including Health and Safety Management Plan, and but not limited to,
- 9.3.2 Valid Company Letter of Good Standing
- 9.3.3 Medical certificates of fitness
- 9.3.4 Stamped Notification of construction work by DOL
- i. Incident Management procedures.
 - ii. Performance Reporting.
 - iii. Site Training Packages.
 - iv. Safe Work Method Statements.
 - v. Safety Procedures.
 - vi. Risk Assessment Process and as well as risk assessments for all activities.
- 9.3.5 The Contractor complies with the following HAS specifications and standards:
- a) Annexure C: Project Health and Safety Specification PHSS-0001;

- b) Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
 - c) Transnet health and safety policies and procedures;
 - d) National Road Traffic Act.
 - e) Port restrictions
- 9.3.6 The *Contractor* ensures that its Subcontractors comply with the above-mentioned requirements.
- 9.3.7 The *Employer* monitors achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.
- 9.3.8 The *Contractor* makes the HAS specification available to its employees and Subcontractors in the language of this contract and other local languages as required.
- 9.3.9 The *Contractor* conducts a risk assessment and method statement pack prior to carrying out any activity on the Site to the approval of the *Project Manager*.
- 9.3.10 The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the *Contractor*, and his key persons with respect to the HAS specification, are contained within Annexure C (PHSS-0001).
- 9.3.11 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the HAS Project specification and health and safety issues as per Annexure C.
- 9.3.12 The *Contractor* shall appoint a full time CHSO per shift, registered with SACPCMP for the duration of the *works*, the number of which depending on the scope, complexity, and high-risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) 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 Subcontractors) have been completed.
- 9.3.13 The CM is responsible, within the context of the HAS project Specification, for health and safety on the Site and reports to the *Project Manager*. The CM specific tasks are detailed in Annexure C (PHSS-0001).
- 9.3.14 All items of plant, Equipment and vehicles travelling within the Site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall always adhere to all traffic signage and speed limits.
- 9.3.15 All employees of the *Contractors* will undergo entry medicals at the *Contractor's* cost before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing.
- 9.3.16 Trainings as stipulated in the Project HS specification will be conducted by relevant *Contractor's* employees at the *Contractor's* cost before the commencement of the project
- 9.3.17 All will comply with PPE requirements as mentioned in this document as well as HS project specification taking note that only long sleeve pants and shirts are allowed to be worn on site.
- 9.3.18 Transportation of employees will not be allowed at the back of bakkies.
- 9.3.19 All permit costs required for any activities relating to the project shall be for the *Contractor's* account.

9.3.20 The *Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the Site. A health and safety file to be submitted by the *Contractor* 14 working days post award of tender for approval by the *Employer* or *Employers* Representative before site access can be granted. In addition, 14 working days should be allowed for health and safety file to be approved by the *Employer's* HS staff. The *Contractor* must allow for this in their scheduling.

9.4 Environmental constraints and management

9.4.1 General

- a) All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as well as all other applicable legislation, regulations, the accepted environmental good practice inclusive of Standard Operating procedure- Construction Environmental Management Programme (SOP-CEMP), Annexure I and Contractor Environmental and Sustainable Specifications, Annexure J.
- b) The Contractor Environmental and Sustainable Specifications, Annexure J, provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities, develop procedures, and ensure project compliance with regulatory and best practice requirements. The Minimum Environmental Requirements for construction (MERC) requirements shall be applicable to the main *Contractor* and all its service providers.
- c) The *Contractor* must sign the declaration of understanding as a commitment to abide with the Minimum Environmental Requirements for construction (MERC). Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- d) The *Contractor* must perform the *works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices as more particularly described within the Minimum Environmental Requirements for construction (MERC).
- e) The *Contractor* must appoint a suitably qualified SHE Officer with relevant qualifications and training and management experience.

9.4.2 Obligation,

- f) The overarching obligations of the *Contractor* in terms of the Minimum Environmental Requirements for construction (MERC) before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area and when requested by the Construction Manager.
- g) 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 *Contractor* Environment and Sustainability Specification Guideline are achieved.

- h) The *Contractor* shall take note of the environmental sensitivity of the Project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the Site and around any no-go areas that may be pointed out. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the Construction Manager and Project Environmental Officer.
- i) The *Contractor* must take note of various environmental monitoring requirements during construction, as specified by the Minimum Environmental Requirements for construction (MERC) and must make adequate allowance for undertaking specified monitoring.
- j) The *Contractor* must appoint a waste removal Service Providers as per the TPT list of waste removal Service Providers (to be provided after contract award).
- k) The *Contractor* is responsible for rehabilitation/reinstatement and cleaning all areas to the satisfaction of the Employer's SHE Officer or Construction Manager as detailed in the Minimum Environmental Requirements for construction (MERC).

9.5 Quality assurance requirements

9.5.1 General Requirements

- a) The *Contractor* must execute the *works* in accordance with the project specification General Quality Requirements for contractors and suppliers included in Annexure B (General Quality Requirements for *Contractors* and Suppliers) of the Works Information.
- b) The *Contractor's* Quality Management System shall conform to the International ISO 9001 Standard or an equivalent standard acceptable to the *Project Manager*.
- c) Prior to the commencement of the *works* on Site, the *Contractor* shall submit his quality assurance and control proposal(s) to the *Employer* for review and approval 14 working days post award of tender. *Works* on Site may only commence once these proposals have been approved by the *Employer*.
- d) This proposal shall detail the *Contractor's* quality management system as it applies to all aspects of supply or service provision, including design, procurement, manufacturing, construction, installation, erection, and commissioning.
- e) The *Contractor* shall make allowance for the provision of suitably qualified quality control staff to manage and carry out inspection on all supplier/Subcontractor activities in all disciplines included within the Works Information.

9.5.2 Quality Policy,

- a) The Quality Policy is a concise document, approved by the *Contractor's* executive management that defines organisational goals and objectives with regard to quality, a commitment to meeting stated requirements and an undertaking to drive continuous improvement throughout the organisation's activities. It must be suitable for the organisation and provide a framework for establishing, communicating, and monitoring performance against agreed quality objectives.

9.5.3 Project Quality Plan

- a) The *Contractor* shall submit a Project Quality Plan (PQP) within the period stated and, in any event, no later than 28 working days after the Contract start date, which shall also contain specific proposals and details with regard to quality control (QC) for the scope of the *works*.
- b) The PQP includes the *Contractor's* statement that 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.
- c) The PQP is generally in narrative form detailing the Project Specific QA and QC systems and controls required by the *Contractor* for the specific *works*.
- d) The requirements for a PQP are detailed in the project standard and shall include, but not be limited to, the following:
 - i. Include all quality activities relevant to the *works*, identifying all procedures, reviews, audits, controls, and records used to control and verify compliance with the specified contractual requirements.
 - ii. Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing, etc.) envisaged for use, including confirmation of personnel certification as required.
 - iii. Include a list of all proposed method statements for Site-based work activities.
 - iv. Include a description of the *Contractor's* project organization, with key positions and responsibilities identified and individuals named.
- e) The organization structure shall also indicate the resources committed to the management / coordination of QA / QC activities, both within the *Contractor's* organization and that of his Subcontractors and suppliers.
 - v. Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable.
 - vi. Identify in the PQP any supplier/Subcontractor work. Supplier/Subcontractor quality plans shall be approved by the *Contractor*, and a copy forwarded to the *Project Manager* for approval.
 - vii. Include the proposed Authorized Inspection Authority (where applicable - for pressurized equipment and systems);
 - viii. Include a Data Book Index, scheduling the proposed quality records that will form the permanent record of conformance to requirements.

9.5.4 Submissions and Records,

- a) The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC3 Clause 31.2 to include details of:
 - i. PQP for the contract;
 - ii. Quality Policy;
 - iii. Index of procedures to be used;

- iv. A schedule of internal and external audits during the contract.
- b) The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the *works*, including all quality related documents as part of its Quality Plan.
- c) The *Project Manager* indicates those documents required to be submitted for 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 and the dates upon which the *Project Manager* responded to documents submitted by the *Contractor*.
- d) The index of procedures shall contain a list of the *Contractor's* quality management system procedures to be applied during the course of the *works*, including any relevant instructions or 3rd tier quality system documentation. Where aspects of the *works* are to be subcontracted, the *Contractor* shall include procedures for the management of suppliers and Subcontractors.
- e) A schedule of internal and external audits shall be included in the *Contractor's* PQP, detailing the location, frequency and extent of internal and external quality system audits to be carried out during the contract period. The schedule shall include all locations at which such audits are carried, i.e., the *Contractor's* offices and construction Sites, as well as the premises of suppliers and service providers.

9.6 Programming constraints

9.6.1 General,

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *works* and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

9.6.2 Programme submission,

A copy of the *Contractor's* First Programme shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Works Information. The *Contractor's* Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the *Project Manager*. The preferred software package is Microsoft Projects or Primavera/similar approved.

9.6.3 Contract programme (Baseline),

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery/execution shall be assessed.

Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation.

9.6.4 Revision to contract schedule,

The *Project Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme. Additional detail may be inserted into the Contract Programme at the request of either the *Contractor* or the *Project Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced. All revisions to the contract programme shall be prepared by, and at the cost of the *Contractor*.

9.6.5 Supplementary programmes,

The *Project Manager* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the contract.

9.6.6 Cash flow,

The *Contractor* submits to the *Project Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow (payment claim submissions).

9.6.7 Progress reporting,

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a biweekly basis, update and submit the contract programme and the progress to the *Project Manager*. The contract programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme:

- i. The contract programme "baseline" activity bar
- ii. The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

9.6.8 Progress Monitoring and Review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- iv. percentage complete
- v. forecast completion date
- vi. deviations from the baseline programme, and
- vii. actions required to remedy any deviations.

9.6.9 Monthly status report,

The *Contractor* is required to provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-

time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

- i. As a minimum the report shall include:
- ii. progress against the current approved contract programme;
- iii. summary of progress achieved during the period;
- iv. list of milestones achieved during the period;
- v. status of design, procurement, and off-site *works*;
- vi. status of on-site *works*;
- vii. deviations from the contract programme "baseline", and in particular, the forecast completion
- viii. dates of activities which have or should have commenced;
- ix. status of approvals;
- x. actual or anticipated problems with corresponding action plans to minimise the impact;
- xi. summary of *works* planned for the following period, and
- xii. cash flow status versus the original forecast.

9.6.10 The progress report forms the basis of a monthly progress meeting between the *Project Manager* and the *Contractor*.

9.7 Staffing

9.7.1 The *Contractor* makes an adequate, experienced, and stable project team available for the duration of the contract. The *Contractor* must exercise every effort to minimise the replacement of project team members to ensure optimum contract management continuity and efficiency.

a) The *Contractor* nominates a suitably experienced quality representative for all aspects of the *works*, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP.

b) The *Contractor* submits the CV of his nominated quality representative for the *Project Manager's* review and approval.

9.7.2 *Contractor's* management, supervision and key people:

The *Contractor* employs full time, fully qualified and experienced key persons in terms of NEC3 ECC Clause 24.1, who have been delegated sufficient authority to manage the contract efficiently on-Site during completion of the *works* including and not limited to,

a) *Project Manager* x 1

The Project Manager should at least have a minimum qualification of a National Diploma in Engineering, and active SACPMP registration as Pr.CM or PrCPM or active PMI registration as PMP or higher, with at least 3 years post registration experience in Electrical MV/LV and building construction projects. The Project Manager must have experience working in at least 3 separate projects, with at least 1 project in excess of R10m in electrical works (MV and LV switchgear, and

power transformer installation) component value. The individual must have experience in NEC3 ECC contracts.

b) Contractor's Mechanical Engineer X 1

The Mechanical Engineer must at least have a minimum qualification of a National Diploma in Electrical Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in HVAC and Fire Protection design and installation.

c) Contractor's Construction Manager X 1

Construction Manager must at least have a minimum qualification of a National Diploma in Electrical Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in electrical MV/LV substation design and construction. The Contract Manager or Site Agent must have experience working in at least one substation project with MV and LV switchgear scope more than R10 million. The Contract Manager / Construction Manager / Site Agent must have experience and knowledge in NEC 3 ECC contract.

9.7.3 Protection Engineer/Specialist

The Protection Engineer must at least have a minimum qualification of a National Diploma in Electrical/Electronic Engineering with a PR registration with ECSA as a Pr Tech Eng, with at least 5 years' post registration experience in electrical MV/LV substation protection and SCADA. The protection specialist must have done a protection grading study, and load flow analysis for a power system network similar to the requirement of the scope of this project with experience in ETAP or a similar software.

d) Installation Electrician X 1

The Installation Electrician must have at least 5 years of experience in Medium Voltage (MV) substation installations, with a minimum of N6 qualification, an electrical trade, and be registered with Department of Labour as an installation electrician. The installation electrician must have experience and/or preferably accreditation of plugged type termination from the manufacturer. The installation electrician must have experience and/or preferably accreditation for trifurcation and transition MV joints. The Installation Electrician must have experience working in at least one substation project with MV and LV switchgear scope in excess of R10 million.

e) Foreman (Electrical MV/LV) x 1

The Electrical Foreman must have a minimum of NTC 4 Trade Certificate in Electrical Engineering with at least 5 years post certification experience in Electrical MV and LV Projects. The Electrical Foreman must have experience and/or preferably accreditation of plugged type termination from the manufacturer. The Foreman must have experience and/or preferably accreditation for trifurcation and transition MV joints.

f) Planner x1

Planner should have at least a minimum qualification of a Diploma in one of the built environment disciplines and 5 years of experience working in Electrical MV/LV Projects as planner.

g) Quality Officer X 1,

Quality officer should have at least a minimum qualification of a Diploma in one of the built environment disciplines and a Certified qualification in quality systems with relevant quality experience in construction. At least 5 years of experience in a quality systems environment and relevant experience in electrical and mechanical construction projects is required.

h) Health & Safety and Environmental (SHE) Officer X 1,

Health and Safety, Environmental Officers: Registered as Health and Safety Officer with SACPCMP qualification, minimum five (5) years of built environment work experience and relevant MV/LV/H electrical and mechanical construction projects and have a SAMTRAC or NEBOSH or modern SHEQ risk management training course and have an environmental awareness training. Copies of all trainings to be attached to the CV.

i) Quantity Surveyor X 1,

The Quantity Surveyor should have a qualification of a Diploma in Quantity surveying, experience in cost installation of substation plant. The Quantity Surveyor must also have experience in Conveyor construction and also exhibit Mechanical design and installation experience associated with the any infrastructure, equipment related to the Substation.

j) Document Controller X 1,

Document controller should have at least a Higher Certificate in Office Administration and at least 5 years of experience working as a document controller in a construction environment.

9.7.4 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently to be stated by the *Contractor* and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates.

9.8 Training workshops

9.8.1 The *Contractor* facilitates the following requirements for training *Workshops*:

- a) Pre-mobilization *workshop*, scheduled for one week prior to Site establishment. *Workshop* will be attended by the Site management team including Site agents, all *Contractor's* supervisors and safety personnel. Additional training will include, but is not limited to, SOC training as well as DSTI training,
- b) Formal training as stipulated in the Project Health and Safety Specification to be attended by *Contractor's* identified personnel before commencement of any *works*.

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

- a) Training for the *Employer's* selected staff in the maintenance and operations of all specialised Plant and Systems and Software, and FIRE systems, Switchgear and Protection Relays.
 - b) Training of the *Employer's* staff on the power systems modelling and simulation software required as part of the scope of *works*.
- 9.8.3 Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.
- 9.8.4 The number of staff to be trained is about six (6), the exact number to be confirmed during the provision of the *works*.

The *Contractor* is required to allow for the training of six (6) End-user staff members on the operation and maintenance of the complete HVAC system and complete Fire detection and suppression system. The training register must be submitted for each of the individual HVAC and Fire detection and Suppression systems to serve as proof of the training which must contain a date on when training was done with staff, all names, surnames and signatures of staff who attended the training sessions

10 Insurance provided by the *Employer*

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

11 Contract change management

- 11.1.1 No additional requirements apply to ECC Clause 60 series.

12 Provision of bonds and guarantees

- 12.1.1 The form in which a bond or guarantee required by the conditions of contract (if any) to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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

- 13.1.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work or professional engineers engaged by the *Contractor*
 - Records of people and Equipment within the working areas
 - Records of Equipment used and people employed outside the Working Areas
 - Records of quotations, invoices and pay slips.
 - Records of Equipment used and people employed outside the Working Areas (if applicable).

14 Procurement

14.1 Code of Conduct

14.1.1 Transnet 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:

- a) The Transnet Procurement Procedures Manual (PPM);
- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c) The Public Finance Management Act (PFMA);
- d) The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

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

14.2.1 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.

14.2.2 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

14.2.3 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.

14.2.4 Employees must not accept or request money or anything of value, directly or indirectly, to:

- a) Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- b) Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- c) Gain an improper advantage.

14.2.5 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).

14.2.6 Transnet is firmly committed to the ideas of free and competitive enterprise.

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

14.2.7 Transnet's relationship with suppliers requires clearly defined requirements, exchange information and share mutual benefits.

14.2.8 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:

- a) Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- b) Collusion;
- c) Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
- d) Corrupt activities listed above; and
- e) Harassment, intimidation or other aggressive actions towards Transnet employees.
- f) 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.
- g) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

14.3 Conflicts of Interest

14.3.1 A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet, such as but not limited to,

- a) Doing business with family members
- b) Having a financial interest in another company in or industry.

14.4 The *Contractor's* Invoices

14.4.1 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.

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

14.4.3 The invoice states the following:

- a) Invoice addressed to Transnet SOC Ltd;
- b) Transnet SOC Limited's VAT No: 4720103177;
- c) Invoice number;
- d) The *Contractor's* VAT Number; and
- e) The Contract number and the Purchase Order,
- f) The invoice contains the supporting detail, as may apply according to the contract or certification of claim.

14.4.4 The invoice is presented either by post or by hand delivery for the attention of The Contract Administrator, Transnet Port Terminals, as follows:

- a) Invoices submitted by hand or post are addressed for the attention of the *Project Manager*.

Transnet SOC Ltd

202 Anton Lembede Street

DURBAN 4001

post to:

P.O. Box 10124 Marine Parade,
Durban South Africa, 4056

14.4.5 The invoice is presented as an original for the attention of the *Project Manager* and reference the contract to document control address: grp-tpt-dbndoccontrol@transnet.net

14.5 People

14.5.1 The *Contractor* complies with the (Industrial Relations Policy and Management Plan) PIRPMP, including

- a) Minimum requirements of people employed on the Site are,
 - i. Medical Certificate
 - ii. Induction
 - iii. Identification document

14.6 Contractor liability

14.6.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.

- 14.6.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether premises owned or rented by Transnet.
- 14.6.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect the *Employer*.
- 14.6.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 14.6.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate the details of the plan with its employees on Site.

14.7 Industrial action by Contractor employees

- 14.7.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 14.7.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 14.7.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged to:
- a) Prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day, containing at least the following information,
 - i. Industrial incident report;
 - ii. Attendance register;
 - iii. Productivity / progress to schedule reports;
 - iv. Operational contingency plan;
 - v. Site security report;
 - vi. Industrial action intelligence gathered.
 - b) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - c) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action,

settlement of the industrial action, security issues and the impact on delivery under the contract.

- d) The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

14.7.4 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access onto its premises.

14.7.5 Where applicable, the *Contractor* performs the *works* having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.

14.7.6 Where applicable, the *Contractor* complies with the requirements of the IRCC involving the Engineering Construction Contractors engaged (including all future Contractors) by the *Employer*.

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

- a) The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*. The PIRM specific tasks are:
- i. To liaise with the *Contractor* prior to the commencement of construction activities, as per the *Contractor's* programme accepted by the *Project Manager*, with respect to IR issues;
 - ii. Responsible, *inter alia*, for day-to-day IR on the Site through the implementation of the PIRPMP;
 - iii. The PIRM reports directly to the *Project Manager*.
 - iv. To complete the PLA prior to the Contract Date; and
 - v. To assign specific duties to the PSIRM.
- b) Where applicable, the PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*, and the tasks are:
- i. The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*, and
 - ii. To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP.

14.7.8 B-BBEE and preferencing scheme,

- a) Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard.
- b) Tenderers with no accreditation will score zero points for preferencing.

14.8 Subcontracting

- 14.8.1 No Subcontractor(s) are nominated or specified by the *Employer*. The *Contractor* is accountable to Provide the Works and equipment as applicable.
- 14.8.2 Subcontract documentation shall comply with the Works Information, and the NEC system is compulsory.
- 14.8.3 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the Works Information as appropriate, and that the subcontract documentation places back-to-back obligations on the Subcontractor in terms of the contract.
- 14.8.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the PIRPMP as appropriate, and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP.
- 14.8.5 Limitations on subcontracting,
- i. The *Contractor* may not subcontract work exceeding 30% unless duly authorised during tender state and on thorough inspection of the *Contractor's* method statement.
 - ii. HVAC, fire detection and suppression system may be regarded as specialised work and may be subcontracted.
 - iii. The *Contractor* is left to manage any attendance required for any Subcontractor.

14.9 Plant and Materials

- 14.9.1 Quality is part of the workmanship and as prescribed in the standards and specifications.
- 14.9.2 All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 14.9.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 14.9.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 14.9.5 Plant & Materials provided "free issue" by the *Employer*, does not apply unless stated elsewhere.
- 14.9.6 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

14.9.7 *Contractor's* procurement of Plant and Materials must be in accordance with the Engineers design / specifications, and relevant certificates supplied.

14.9.8 Spares and consumables shall be specified by the designer and maintenance schedules provided to the Employer.

14.9.9 The *Contractor* is responsible for the replacement of parts/components failing prematurely, and ensures critical spares are available locally for the period of not less than ten (10) years in his design selection.

Substation failure needs to be resolved within two (2) hours of breakage.

The *Contractor* identifies and specifies all maintenance spares and consumables in the maintenance schedules.

14.10 Tests and inspections before delivery

14.10.1 The *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on Plant and Materials by others which include, but not limited to as per the *Contractor's* QCP:

14.11 Marking Plant and Materials outside the Working Areas

14.11.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with contract details for identification or inspection by the *Project Manager* if required.

14.12 Contractor's Equipment (including temporary *works*).

No additional requirement by the *Employer*.

14.13 Preparation of post Completion contracts

14.13.1 The *Contractor* provides for the maintenance of the MV Switchgear and the Fire Protection System as stated under 5.9 (Operational maintenance after Completion) of the Works Information.

List of Annexures:

- Annexure A : List of Drawings
- Annexure B : General Quality Requirements for Contractors and Suppliers
- Annexure C : Project Health and Safety Specification (PHSS-0001)
- Annexure D : TPD-001-EL&PSPEC - Technical Specification for the Supply and Installation of Electrical Lighting and Power in Buildings other than Dwelling Houses
- Annexure E : TPD-003-CABLESPEC - Technical Specification for the Installation of Medium and Low Voltage Cables
- Annexure F : TPD-004-EARTHINGSPEC - Technical Specification for the Design Supply and Installation of Lightning Protection and Earthing for Buildings and Structures
- Annexure G : TPD-007-MVSWITCHSPEC - Technical specification for indoor medium/high voltage (1kV to 33kV) alternating current switchgear and control gear
- Annexure H : High Level Commissioning Management Plan
- Annexure I : Standard Operating procedure- Construction Environmental Management Programme (SOP-CEMP)
- Annexure J : Contractor Environmental and Sustainable Specifications

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 – Durban Container Terminal (DCT, Pier 2)

Site is in the Port of Durban, KwaZulu-Natal, Durban Container Terminal / DCT, Pier 2. The Durban Container Terminal plays a strategic role in the South African economy by enabling efficient flow of imports and exports through its container terminal operations.

TPT has various cargo handling equipment such as forklifts, haulers, straddle carriers, rubber tyre guntrees (RTG's), empty container handlers, reach stackers to facilitate the movement of the cargo to and from the Quayside and transfer it to stack yards, workshops, railway wagons, road trucks, etc.

The South Substation forms part of the 11kV network situated within the container stacking area, and next to and fed from Pier 2 main 11kV substation. South Substation powers critical infrastructure and equipment, namely: refrigerated container yards (Reefers), low voltage substations, buildings, and five ship-to-shore cranes on the south quay wall.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to all TPT rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security on Site and offsite, TPT will not be held liable / responsible for any lost property, tools, Equipment, Materials before Completion.

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

DCT, Pier 2 existing site consists of various equipment and workshops, and there is heavy traffic flow of the cargo handling equipment, non-revenue equipment, and employees' entering the terminal. Access to and from the surrounding must always be maintained in a safe manner for the Employer, Contractor, Others, and other users.



TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY



Figure 1: Source: Google Earth – Existing Pier 2 11kV Substation



Figure 2: Source: Google Earth – 11kV South Substation

1.3. Subsoil Information

TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM DB 921

DESCRIPTION OF THE WORKS: SOUTH SUBSTATION REFURBISHMENT FOR TRANSNET SOC LTD REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE DURBAN CONTAINER TERMINAL PIER 2, AS ONCE OFF SUPPLY

Subsoil information is not available. The *Contractor* Provides the Work as per the Works Information.

1.4. Hidden Services

The *Contractor* Provides the Work as per the Works Information.

1.5. Other Reports and Publicly Available Information

The Port is a heavy traffic environment, and mostly congested.

Substation is live, and arrangements must be done with the *Employer* Personnel.

1.6. Site Establishment

The *Contractor* site establishment may be situated some distance from the actual South Substation, Site, including outside access gate, but within a 1km radius if outside the terminal perimeter. The *Employer* endeavours to place the *Contractor* within the DCT perimeter.

The *Contractor* makes own water and power connections.