TRANSNET NATIONAL PORTS AUTHORITY (TNPA) an

Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ): TNPA/2026/07/0002/114557/RFQ

FOR THE SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS.

COMPULSORY BRIEFING SESSION	**: 15 July 2026**
CLOSING DATE	**: 29 July 2026**
CLOSING TIME	**: 16h00**
TENDER VALIDITY PERIOD	**: 12 weeks**

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

· CIDB Grade 3EP or Higher Category
· Valid proof of Company certification to service Reyrolle and ABB high voltage breakers
· Tenderer to submit at least three (3) reference letters showing previous experience in completing substation and high voltage equipment

NB: Should the documents required above not be submitted, the bidder will not progress to the evaluation stage.

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
TENDER NUMBER TNPA/2026/07/0002/114557/RFQ

DESCRIPTION OF SERVICES: FOR THE SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS

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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].

DESCRIPTION	**SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the old eTender system on Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link). FREE OF CHARGE**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Procurement Building, 34 South Arm Road V & A Waterfront **on the 15 July 2026,** at **10:30am.** [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place; tenderers are to note**: • Tenderers are required to wear safety shoes, 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 driver's licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and. **Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**16:00 on (29 July 2026)** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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

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

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

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-10 [**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

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

Supplier Number…… and Unique registration reference number……

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 Employer is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the Employer comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Lead
	Name:	Neo Tola
	Address:	34 South Arm Road, V & A Waterfront

Tel No.

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**:**

2. **Stage Two -** Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3EP or higher** class of construction work, are eligible to have their tenders evaluated.

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.

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 appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5
C2.15.1

The Employer's details and identifi :ation 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:
- The Tender Description

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

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

C.2.15	The closing time for submission of tender offers is: Time: **16:00** on the **29 July 2026** 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
	E – mail TNPATenderEnquiriesCPT@transnet.net

validity period.

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

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

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

C.3.11. Tenders will be evaluated further in accordance with the 80/20 as described in Preferential Procurement Regulations.

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

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	**100**

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

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

Specific goals applicable for this Procurement event:

No	SPECIFIC GOALS	NUMBER OF POINTS (80/20 SYSTEM)

1	B-BBEE Status Level of Contributor: 1 or 2	**5**
2	30% Black Women Owned Entities	**5**
3	The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	**5**
4	Entities Owned by People with Disability (PWD)	**5**

5	Non-compliant and/or B-BBEE level 3 – 8 Contributors	**0**	

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate JV, a consolidate scorecard will be accept) as per DTI
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Ce case of JV, a consolidate scorecard will be accept) as guidelines
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

DISCRIPTION	**POINTS**
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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.

- Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;

- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;

- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.

- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances

- where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

- The tenderer or its members, directors, partners:

▪ Is under restrictions as contemplated in the Integrity Pact,

▪ Is a subject of a process of restriction by Transnet or other state institution that Transnet

- may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or

- facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;

- cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the

- professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- has no legal capacity to enter into the contract;

- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or

–

- suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;

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

- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able to perform the contract free of conflicts of interest.

- is able, in the option of the employer to perform the contract free of conflicts of interest.is able, in the option of the employer to perform the contract free of conflicts of interest.

T2.1 List of Returnable Documents

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

Stage one eligibility criteria:

- **CIDB Grade 3EP or Higher Category**
- **Valid proof of Company certification to service Reyrolle and ABB high voltage breakers**
- **Tenderer to submit at least three (3) reference letters showing previous experience in completing substation and high voltage equipment**

2.1.2 Returnable Schedules: General:

T2.2-03	Letter of Good Standing with the Compensation Fund
T2.2-04	Authority to submit tender
T2.2-05	Record of addenda to tender documents
T2.2-06	Risk Elements
	Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

T2.2-07	Health and Safety Questionnaire
T2.2-08	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
T2.2-09	Non-Disclosure Agreement
T2.2-10	RFQ Declaration Form
T2.2-11	RFQ – Breach of Law
T2.2-12	Certificate of Acquaintance with Tender Document
T2.2-13	Service Provider Integrity Pact
T2.2-14	Supplier Code of Conduct

2.1.3 Bonds/Guarantees/Financial/Insurance:

T2.2-15	Insurance provided by the Contractor

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Activity Schedule

2.6 C3 Works Information

2.7 C4 Site Information

TENDER NUMBER:

DESCRIPTION OF SERVICES:

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

_____ (Company Name)

Represented by: _____ (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Procurement Building, 34 South Arm Road V & A Waterfront on the	
On (date)	15 July 2026	Starting time: 10:30am

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____ Signature _____

For and on Behalf of the Employers Agent.

Date

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EP or Higher class of construction work according to the selected project, are eligible to have their tenders evaluated.

T2.2-03 Eligibility Criteria Schedule: 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:

…… …… …… …… …… …… …… …… …… ……

01

T2.2-04: 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 - 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 Sole Proprietor

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

trading as _____.

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor _____

TENDER NUMBER:

DESCRIPTION OF SERVICES: FOR THE SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON
AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS

T2.2-05: 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		

TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
TENDER NUMBER: TNPA/2026/07/0002/114557/RFQ

DESCRIPTION OF SERVICES: FOR THE SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS

T2.2-06: Risk Elements

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

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

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

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

T2.2-07: 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			

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:		
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	Yes No		

2. CITATIONS	
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:

2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

		Yes	No		Yes	No
Corporate Safety Policy	Equipment	☐	☐	Maintenance	☐	☐
Incident Notification Policy	Emergency	☐	☐	Response	☐	☐
Recordkeeping & Statistics	Hazard	☐	☐	A SESSMENT	☐	☐
Reference to Legislation	Safe W	☐	☐	RK Practices	☐	☐
General Rules & Regulations	Safe W	☐	☐	RK Procedures	☐	☐
Progressive Discipline Policy	Workplace	☐	☐	Inspections	☐	☐
Responsibilities	Investigation	☐	☐	P Process OGRAI	☐	☐
PPE Standards	Training	☐	☐	OLICY & P	☐	☐
Environmental Standards		☐	☐	Processe		
				Communi		
Modified Work Program						

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	Yes	No		Yes	No
General Rules & Regulations	☐	☐	Confined Space Entry	☐	☐
Emergency Reporting	☐	☐	Trenching & Excavation	☐	☐
Injury Reporting	☐	☐	Signs & Barricades	☐	☐
legislation	☐	☐	Dangerous Holes & Openings	☐	☐
Right to Refuse Work	☐	☐	Rigging & Cranes	☐	☐
Personal Protective Equipment	☐	☐	Mobile Vehicles	☐	☐
Emergency Procedures	☐	☐	Preventative Maintenance	☐	☐
Project Safety Committee	☐	☐	Hand & Power Tools	☐	☐
Housekeeping	☐	☐	Fire Prevention & Protection	☐	☐
Ladders & Scaffolds	☐	☐	Electrical Safety	☐	☐
Fall Arrest Standards	☐	☐	Compressed Gas Cylinders	☐	☐
Aerial Work Platforms			Weather Extremes		☐

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
Employer Responsibilities	☐	☐	Safety Communication	☐	☐
Employee Responsibilities	☐	☐	First Aid/Medical Procedures	☐	☐
Due Diligence	☐	☐	New Worker Training	☐	☐
Safety Leadership	☐	☐	Environmental Requirements	☐	☐
Work Refusals	☐	☐	Hazard Assessment	☐	☐
Inspection Processes	☐	☐	Pre-Job Safety Instruction	☐	☐
Emergency Procedures	☐	☐	Drug & Alcohol Policy	☐	☐
Incident Investigation	☐	☐	Progressive Disciplinary Policy	☐	☐
Safe Work Procedures	☐	☐	Safe Work Practices	☐	☐
Safety Meetings	☐	☐	Notification Requirements	☐	☐

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	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

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	Incidents				
totaled by project					
• Subtotaled by superintendent	Yes	No	Monthly		
• Subtotaled by foreman					

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

Quarterly	Annually				
Costs totaled for the entire company					
Costs totaled by project					
• Subtotaled by superintendent					
• Subtotaled by foreman/general foreman					

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

List key health and safety officers planned for t
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

T2.2-08: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any:_____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	**Identity number**	**Personal income tax number**

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number

Tax reference number:

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise ..... name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed **CIDB grading** per ticked project (all applicable taxes

included) and therefore the 60-preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**80**
B-BBEE Level of contributor (1 or 2)	**5**
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	**5**
30% Black Women Owned Entities	**5**
Entities Owned by People with Disability (PWD)	**5**
Non-Compliant and/or B-BBEE Level 3-8 contributors	**0**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an 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.

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration Pt =

Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

4.1 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 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.]
EME[1]	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

4.2 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.

4.3 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.

4.4 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.

4.5 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 subcontract.

4.6 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: 1 or 2 = ……5… (maximum of 20 points)

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (**Tick applicable box**)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S)**SBD4** DATE: ……..

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

2.1.2 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.

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

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.

3.4 However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.5 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten
(10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

3. 7 Jo i nt 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.

T2.2-09 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

1.1 **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.

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.

2.5 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

8.2 the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.3 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 _____

T2.2-10: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

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

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

6. 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 T2.2-12 "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.

CPM 2020 Rev 01

Part T2: Returnable Schedules 2 2 T2.2-10: Declaration Form **T2.2-11: REQUEST FOR QUOTATION – 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

T2.2-12 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 RFQ. 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

T2.2-13 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFQ 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 "……")

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 anticorruption 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 RFQ; 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 Quotation ("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

10.2 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 .....

T2.2-14: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

I,

of

_____ _____

(insert name of Director or as per Authority Resolution from Board Directors)

(insert name of Company)

of

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

T2.2-15: 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 Contractor 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.			

OFFER

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

SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR ON AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	**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

Date witness

Schedule of Deviations Note:

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

No.	Subject	Details
1		
2		
3		
4		

5		

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

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

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

C1.2 CONTRACT DATA

Part one - Data provided by the Employer

Clause	Statement	Data	
1	**General**		
	The conditions of contract are the core clauses and the clauses for main Option		
		B:	**Priced contract with activity schedule**
	dispute resolution Option	**W1:**	**Dispute resolution procedure**
	and secondary Options	**X2**	**Changes in the law**
		X7:	**Delay damages**
		X16:	**Retention**
		X18:	**Limitation of liability**
			Additional conditions of contract
		Z:	
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)		
10.1	The Employer is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**	
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**	
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Ports Authority** **34 South Arm Road** **V & A Waterfront** **Cape Town** **8001**	
10.1	The Project Manager is: (Name)	**Adenaan Jassiem**	

	Address	**Transnet National Ports Authority** **34 South Arm Road** **V & A Waterfront** **Cape Town** **8001**
	Tel	**TBC**
	e-mail	**TNPATenderEnquiriesCPT@transnet.net**
10.1	The Supervisor is: (Name)	**TBA**
	Address	**TBA**
	Tel No.	**TBA**
	e-mail	**TBA**
	The works are	**Supply, install and commission high voltage switchgear as and when required in the port of cape town for period of sixty (60) months**
11.2(13) 11.2(14)	The following matters will be included in the Risk Register	**Including, but not limited to:** **Electrocution, working in heights, oily surface**
11.2(15)	The boundaries of the site are	**As stated in Part C4." Description of the Site and its surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19) 12.2	The Works Information is in	**Part C3**
13.1	The law of the contract is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.3	The language of this contract is	**English**
	The period for reply is	**2 weeks**
2	**The Contractor's main responsibilities**	**Compliance with SANS 10142-1 to ensure that installations are completed.**
3	**Time**	
11.2(3)	The completion date for the whole of the works is	**Not to exceed a period of ten (10) weeks**

11.2(9)	The key dates and the conditions to be met are:	**Condition to be met**	**key date**
		1 SHE File	**Two weeks after PO issued.**
		2 Site Establishment	**Upon site access certificate.**
30.1	The access dates are **Part of the Site Date 1 Whole of the site. Upon site access certificate.**		
31.1	The Contractor is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**	
31.2	The starting date is	**2 weeks after award**	
32.2	The Contractor submits revised programmes at intervals no longer than	**2 weeks from the contract start date**	
35.1	The Employer is not willing to take over the works before the Completion Date.		
4	**Testing and Defects**		
42.2	The defects date is	**52 (fifty-two) weeks after Completion of the whole of the works.**	
43.2	The defect correction period is	**3 weeks**	
5	**Payment**		
50.1	The assessment interval is monthly on the	**25th (twenty fifth) day of each successive month.**	
51.1	The currency of this contract is the	**South African Rand.**	
51.2	The period within which payments are made is	**Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**	
51.4	The interest rate is	**the prime lending rate of Standard Bank of South Africa.**	

6	**Compensation events**	
60.1(13)	The weather measurements to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements:** • **Within a calendar month** • **Before the completion date for the whole of the works and at the place stated in the contract data.**
	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:	**Port of Cape Town**
		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 conditions of contract.**
8	**Risks and insurance**	
80.1	These are additional Employer's risks	**None**

84.1 The Employer provides these insurances from the Insurance Table

1	Insurance against:	**Loss of or damage to the works, 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 works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**
4	Insurance against:	**Contract Works construction insurance subject to the terms, exceptions and conditions of the construction**
	Cover / indemnity	**Cover / indemnity is to the extent provided by construction insurers**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

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

The Contractor provides these additional Insurances

1 **Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected**

2 **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**

3 **Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor**

4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.00.**

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 activity schedule**	**No additional data is required for this Option.**
11	**Data for Option W1**	

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 **The Chairman of the Association of Arbitrators (Southern Africa)** body is:

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	**Cape Town, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**

12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages (but not if Option X5 is also used)**	
X7.1	Delay damages for Completion of the whole of the works are	**R250 per day**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	**Total of the Prices** **The deductible of the relevant insurance policy** **The cost of correcting the defect.**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	**The Total of the Prices**
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The Total of the Prices**
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**5 years after Completion of the whole of the works**
X18.5	The end of liability date is	
Z	**Additional conditions of contract are:**	

Z3 Additional clauses relating to Joint Venture

Z3.1 **Insert the additional core clause 27.5**

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**

  i. of their joint and several liabilities to the Employer to Provide the Works; ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative;

  iii. Identification of the roles and responsibilities of the constituents to provide the Works.
- **Financial requirements for the Joint Venture:**

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

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

Z3.2 **Insert additional core clause 27.6**

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

Z4 Additional obligations in respect of Termination

Z4.1		**The following will be included under core clause 91.1:** **In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and** **Under the second main bullet, insert the following additional bullets after the last sub-bullet:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**
Z4.2	**Termination Table**	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**
Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z5	**Right Reserved by the Employer to Conduct Vetting through SSA**	
Z5.1		**The 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.**
Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z7	**Protection of Personal Information Act**	

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

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

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

11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	**Priced contract with activity schedule**	
11.2(21)	The bill of quantities is in	

1

11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	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.

B	**Priced contract with bill of quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART C2: PRICING DATA SUPPLY, INSTALL AND COMMISSION HIGH VOLTAGE SWITCHGEAR AS AND WHEN REQUIRED IN THE PORT OF CAPE TOWN FOR PERIOD OF SIXTY (60) MONTHS

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	6
C2.2	Activity Schedule	4

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assess it for progress payment

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified and defined terms 11 11.2

(14) The Activity Schedule is the activity schedule unless later changed in accordance with this contract.

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. **The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided

by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

1.3.6 The pricing provided in the schedule below and carried to the Form of Offer and Acceptance shall be inclusive of any discount that may be offered for a bidder being awarded an appointment.

C2.2 Pricing Schedule-Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule. The tenderer must price for the Scope of Work set out in section C3. The activities set out in this activity schedule are deemed to cover the full scope of works set out in C3. In the event an activity is not priced for, the Employer will deem it as being included in the total price.

NOTE: PAYMENT ONLY APPROVED ON SUCCESSFUL INSTALLATION AND COMMISSIONING OF HV BREAKERS.

ITEM NO 1	DETAILED SPECIFICATION	UOM	QTY	UNIT PRICE (ZAR)
1.1	Supply and deliver High voltage breaker- PFC TAVRIDA 12-20/630-067FD-Refer to rewire of control.	ea	1	
1.2	Supply and deliver High voltage breaker ABB VD4/P 17.12.25 – VCB/retrofit	ea	1	
1.3	Install and commission- alignment of breaker contacts (clusters/orifices) with existing cubicle, and mechanisms	ea	1	
1.4	Install and commission- Rewire (extending) of control circuit and align as per OEM.	ea	1	
1.5	Commissioning- Testing and commissioning functionality	ea	1	
1.6	Repair/replace any defect components on the cubicle-covered in labour component	ea	1	
1.7	Repair/replace, diagnose and correct alarms. a) Earth solenoid interlock b) Selection of breaker via HMI/Scada	ea	1	
	TOTAL CARRIED FORWARD			

LABOUR				
ITEM NO 2		**LABOUR - NORMAL TIME**	**UOM**	**RATE ONLY**
2.1		Technician	Per/hr	
2.2		Technician assistant	Per/hr	

2.3		Supervisor	Per/hr	
2.4		Safety Officer	Per/hr	
2.5		Travel	Per/km	
2.6		Travida Engineer	Per/hr	
2.7		Flights and accommodation	ea	
		TOTAL CARRIED FORWARD		
ITEM NO 3		**LABOUR - AFTER HOURS**		
3.1		Technician	Per/hr	
3.2		Technician assistant	Per/hr	
3.3		Supervisor	Per/hr	
3.4		Safety Officer	Per/hr	
3.5		Travida Engineer	Per/hr	
		TOTAL CARRIED FORWARD		

4	**Summary**	
4.1	**ITEM NO 1 - SPECIFICATION**	
4.2	**LABOUR - NORMAL TIME**	
4.3	**LABOUR - AFTER HOURS**	
	TOTAL PRICE, exclusive of VAT:	
	VAT 15% (if applicable)	
	Total Inclusive of VAT (where applicable)	

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	Employer's Works Information	4
	Total number of pages	**10**

C3.1 EMPLOYER'S WORKS INFORMATION Contents

PART C3: SCOPE OF WORK 1
SECTION 1 3
1 Description of the works 3
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6.1 Management meetings 10

The contractor must hold progress meetings with the project manager to discuss work progress, safety, environmental issues, quality matters, and any technical queries. The contractor must prepare progress information and present it at each meeting. Daily toolbox talk must be held on site before the start of work to review safety and planned activities 10

6.2 Safety risk management 10

The contractor must comply with the occupational health and safety act (act 85 of 1993) and all Port of Cape Town safety regulations. All personal must attend a safety induction before entering the site and wear the required personal protective equipment, including life jackets when working near the quay edge. A competent safety & environmental officer is appointed to implement and monitor the safety plan. Safe working procedures must be followed all times, must be reported to the project manager 10

6.3 Environmental constraints and management 10

The contractor must perform the works in accordance with the National Environmental Management Act and Construction Environmental Management Plan as well as the 'Transnet Electrical Safety Instructions April 2024' 10

Key requirements include: 10

• Follow instructions as per 'Authorised person' and 'Office in charge' 10

6.4 Programming constraints 10

SECTION 1

1 Description of the works

1.1 Executive overview

The Contractor`s is to supply, deliver, install and commission of high voltage breaker within the Port of Cape Town. The contract encompasses the retrofit and alignment of the high voltage

breaker in the high voltage cubicle (enclosure) in the port operations substations. The work will be carried out within a restricted building which will be supervised by TNPA Authorised Personnel. The type of existing switchgear equipment are Oil/Gas or Vacuum Circuit breakers including Power Factor Correction high voltage breakers.

1.2 Employer's objectives

The Employer's objectives are to restore the electrical equipment by introducing the refurbished/retrofit high voltage breaker to allow for the safe operation of the electrical supply within the existing part of the reticulation. The retrofit includes the correct switching and interlocking control to the operation of the high voltage breaker.

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
HV	High Voltage
CTCT	Cape Town Container Terminal
NEMA	National Environmental Management Act
OSH Act	Occupational Health and Safety Act of 1993
GCB	Gas circuit breaker
OCB	Oil circuit breaker
VCB	Vacuum circuit breaker

2 Engineering and the Contractor's design

2.1 Employer's design

2.1.1 The Employer's design for the works is based on the existing OEM high voltage breaker enclosure and guided by the OEM as stipulated in the scope of works.

2.2 Parts of the works which the Contractor is to design

2.2.1 The Contractor is to align to the OEM design as part of the works:

- Detailed methodology of high voltage switching following the 'Transnet Electrical Safety Instructions'
- Specific procedures for retrofitting high voltage breaker as per OEM instruction
- Quality control procedures for ensuring compliance with OEM procedure and operation requirements

2.2.2 The Contractor is responsible to align to the OEM design and instructions for the overall integration of the design of the works with the design of the Employer as stated under 2.1 Employer's design above for the following parts of the works:

The contractor will be responsible for the installation and commissioning of the overall integration and retrofitting methodology with the operation requirements of the Port of Cape Town, particularly regarding minimizing disruptions to port activities.

2.2.3 Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 Employer's design above and whether specifically stated to form part of the design responsibility of the Contractor under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

2.3 Procedure for submission and acceptance of Contractor's design

2.3.1 The Contractor shall address the following procedures:

- Submit a detailed methodology for the retrofit of oil, gas and vacuum high voltage breaker from the OEM
- Submit quality control procedures for the retrofit of the high voltage breakers for approval prior to commencement of works

2.3.2 The Contractor undertakes design safety reviews Project Manager and other defined personnel as required by the OSH Act of 1993.

2.4 Review and Acceptance of Contractor Documentation

2.4.1 The Contractor must submit documentation as the work information requires to the project for the review and acceptance by the Project Manager.

2.5 Other requirements of the Contractor's design

2.5.1 The Contractor's design complies with the following:

- All relevant sections of the OSH-Act of 1993
- The Environmental Management Act (NEMA)
- All necessary and relevant standards for high voltage equipment
- Specific requirements of the Port of Cape Town regarding operations in a working port environment.

2.6 Use of Contractor's design

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

2.7 Design of Equipment

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

- Detailed Control schematic of HV breaker to be submitted after retrofit received from OEM.
- Where possible certification of compliance received from OEM

2.8 Equipment required to be included in the works

None.

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The Contractor provides the following:

- Documentation of retrofit or red line drawing to changes to Gas/Oil/vacuum HV breaker
- Quality control records demonstrating compliance of retrofit HV breaker
- Final project report summarizing the work that will be completed and any issues that might be encountered

3 Construction

3.1 Temporary works, Site services & construction constraints

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

- All personnel will undergo a compulsory safety induction prior to commencement of works
- All personnel and equipment to be used for the duration of the works are to obtain access permits to the port via port security department
- Strict adherence to all Port of Cape Town security protocols and access procedures
- Compliance with all port-specific regulations regarding construction activities in an operational port environment

3.1.2 Restrictions to access on Site, roads, walkways and barricades:

The contractor will be restricted to the allocated site for the work detailed herein

3.1.3 The Contractor complies with the following requirements of the Employer:

- Complies to 'Transnet Electrical Safety Instructions' to which the contractor will be guided by TNPA 'Authorised person'
- Coordination with port authorities to minimize disruptions to normal port activities

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

The contractor will only be allowed to work between 7am to 3H30pm on weekdays. Prior permission to work on weekends, public holidays or outside of the stipulated working hours must be obtained from the project manager

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

3.1.6 The Contractor will perform the works and co-operates with:

- Port of Cape Town operations personnel
- Relevant authorities and service providers as required

3.1.7 The Contractor will not advertise the contract or the project to any third party, nor communicate directly with the media whatsoever without the express written notification and consent of the Project Manager.

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

3.1.9 The Contractor complies with the following permissions and restrictions in the use of Equipment as required by the Employer:

- All equipment must be suitable for operation in a port environment
- Measuring equipment must be certified
- All equipment must comply with port safety and environmental requirements

3.1.10 Equipment provided by the Employer:

None.

3.1.11 The Employer provides the following Equipment on the Site for the Contractor's use:

None

3.1.12 The Contractor complies with the following conditions in using the Employer's Equipment:

- Proper care and handling of all drawings and documentation provided
- Compliance with all regulations regarding disposal of materials at approved sites

3.1.13 Site services and facilities:

The contractor is responsible for providing all service and facilities required to complete work specified herein

3.1.14 The Employer provides the following facilities for the Contractor:

None.

3.1.15 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 handback to the Employer.

3.1.16 The Contractor provides the following facilities for the Project Manager and Supervisor:

None.

3.1.17 Wherever the Contractor provides facilities within the Working Areas, then the Contractor makes good and provides full reinstatement to the land and surrounding areas to its original standard upon completion of the works.

3.1.18 Unless expressly stated as a responsibility of the Employer as stated under 3.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

3.1.19 The Employer provides the following information and survey controls for the Contractor:

Drawings indicating cable and service locations.

3.1.20 The Contractor will comply with the following requirements in addition to statutory regulation, which the Contractor will comply within the execution of the works relating to excavations and controlling water:

- Proper management of any water that will be encountered during excavation works
- Implementation of appropriate drainage measures as required

3.1.21 Underground services, other existing services, cable and pipe trenches and covers:

- Hand excavation in areas with electrical cables and other services as indicated in the drawings provided
- Proper protection of existing services during construction activities
- Immediate notification to the Project Manager of any uncharted services encountered
- Any damage to existing services will be for the account of the contractor

3.1.22 Control of noise, dust, water and waste:

- Implementation of appropriate dust control measures during milling operations
- Proper management of waste materials in accordance with environmental regulations
- Minimization of noise impacts on port operation

3.1.23 The Contractor must comply with the following:

- Preparation Phase
- Quality Control
- Clean-up and Restoration

4 Plant and Materials Standards and Workmanship

4.1 Building works

Not applicable to this project.

4.2 Civil Engineering and Structural Works

Not applicable to this project.

4.3 Electrical & mechanical engineering works

Contractor will comply to the TNPA 'Authorised Person`s' and 'Officer in charge' Instruction.

4.4 Process control and IT works

Contractor will comply with the safety process/protocols and operations to open and close high voltage breaker as per OEM design

5 List Of Drawings

5.1 Drawings issued by the Employer

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

NONE

SECTION 2

6 Management and start up

6.1 Management meetings

The contractor must hold progress meetings with the project manager to discuss work progress, safety, environmental issues, quality matters, and any technical queries. The contractor must prepare progress information and present it at each meeting. Daily toolbox talk must be held on site before the start of work to review safety and planned activities.

6.2 Safety risk management

The contractor must comply with the occupational health and safety act (act 85 of 1993) and all Port of Cape Town safety regulations. All personal must attend a safety induction before entering the site and wear the required personal protective equipment, including life jackets when working near the quay edge. A competent safety & environmental officer is appointed to implement and monitor the safety plan. Safe working procedures must be followed all times, must be reported to the project manager.

6.3 Environmental constraints and management

The contractor must perform the works in accordance with the National Environmental Management Act and Construction Environmental Management Plan as well as the 'Transnet Electrical Safety Instructions April 2024'

Key requirements include:

- Follow instructions as per 'Authorised person' and 'Office in charge'

6.4 Programming constraints

The contractor must submit a programme of work showing the logical sequences of all activities from mobilisation to completion. The programme clearly identifies critical operations such as milling, BTB placement, overlaying asphalt and fishing works. The contractor must update the programme whenever necessary to reflect actual progress and any approved changes.

PART 4: SITE INFORMATION

1. INFORMATION ABOUT THE SITE

1.1 Site Location

The works the Electrical Department sough of the Contractor is to supply, deliver, install and commission of high voltage breaker within the Port of Cape Town. This entails the retrofit of high voltage breakers within the enclosure of high voltage panel within the boundary wall of the substation building within the Port of Cape Town. The Port of Cape Town is a busy container port, and breakbulk port second in South Africa only to Durban, and handles the largest amount of fresh fruit. The port operates 24 hours a day. The port is situated in Table Bay at Longitude 18º 26' E and Latitude 33º 54' S and lies 120 n .miles northwest of Cape Agulhas.

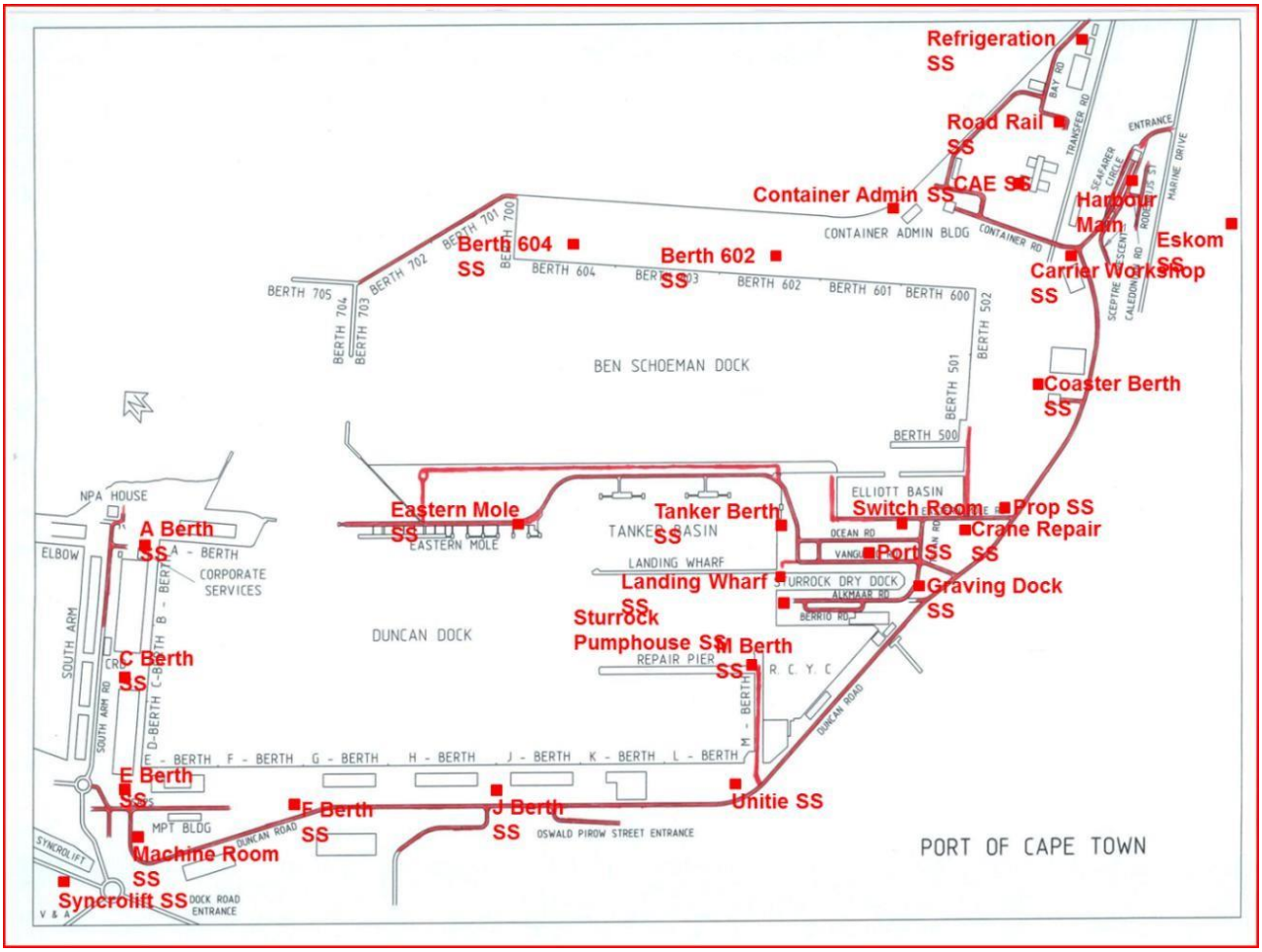

Figure 1: Port of Cape Town

1.2 Working Hours

Normal working hours at the Port of Cape Town are from 07:00 to 15:30, Monday to Friday.

1.3 Access Permit Controls

There is a card access system to enter the Port Area. The Port Security Access protocol requires access permits which is issue to the contractor at a charge. Should any person lose his/her access permit these will be replaced at a cost of R 360-00 per person.

1.4 Work Area and Supply of Services

The Employer will provide detailed Port layout drawings with indicating Port boundaries and operational activities of the areas. It is anticipated that all work will be conducted within the boundary walls of the substation at various locations within the port boundaries- see figure 1.

1.5 Fire marshalling and 'Hot Work Permits'

Transnet National Ports Authority has a strict health and safety policy in place and so it is for fire prevention. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor. Any work that requires an open flame or similar will require a 'Hot Work Permit' which is obtainable at the RISK Department Fire Department (situated next to Be-Beers Duncan Road) at a cost under R400.00. The contractor will allow all personnel undertaking the work to have the necessary certification to deal with any key risks associated with the 'Hot Work Permit'.

1.6 Health and Safety

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

2. DESCRIPTION OF EXISTING FACILITIES

The contractor shall make use of the TNPA electrical department facilities for ablution.

3. Access to the Works

Access to the Port will be via Duncan Road. Cristian Barnard and South arm road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004.The Contractor's employees shall produce their identification cards at the main entrance gate. All

vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and Transnet Property.

3.1. Access will be subject to the Employer's security and SHERQ requirements and regulations, which is described but not limited to requirements below:

a. Visitors must sign in at the main entrance gate to gain access to the Port. Should *the Contractor* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority.
b. All personnel entering general and operational areas under the jurisdiction of the Employer in the Port of Cape Town must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the Administration Building.
c. Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
d. The Contractor must obtain a permit for vehicles entering the terminal from the TNPA Permit Office for the duration of the work.
e. The Contractor shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
f. The Contractor shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the

large number of trucks that use Duncan Road.

3.3. The Contractor shall make their own assessment of the problems and difficulties which may be

encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.

3.4. The terminal operates on a 24 hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors