

Transnet Port Terminals

Tender Number: iCLM PE 691/TPT

DESCRIPTION OF SUPPLY: PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

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## **Transnet Port Terminal**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE DESCRIPTION OF THE WORKS:** PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

|                               |                                     |
|-------------------------------|-------------------------------------|
| <b>RFP NUMBER</b>             | <b>: iCLM PE 691/TPT</b>            |
| <b>ISSUE DATE</b>             | <b>: 31 OCTOBER 2025</b>            |
| <b>COMPULSORY BRIEFING</b>    | <b>: 07 NOVEMBER 2025</b>           |
| <b>CLOSING DATE</b>           | <b>: 19 NOVEMBER 2025</b>           |
| <b>CLOSING TIME</b>           | <b>: 16h00</b>                      |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 12 weeks from closing date</b> |

## Contents

| Number | Heading |
|--------|---------|
|--------|---------|

### The Tender

#### Part T1: Tendering Procedures

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

#### Part T2: Returnable Documents

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

### The Contract

#### Part C1: Agreements and Contract Data

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

#### Part C2: Pricing Data

|      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Activity Schedule    |

#### Part C3: Scope of Work

|      |                   |
|------|-------------------|
| C3.1 | Works Information |
|------|-------------------|

#### Part C4: Site Information

|      |                  |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | <b>PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.</b>                                                                                                                        |
| <b>TENDER DOWNLOADING</b> | <b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b> |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A Compulsory Tender Clarification Meeting will be conducted at the SCM Boardroom, 2<sup>nd</sup> Floor, NRE Building, Green Street, Port of Port Elizabeth <b>on the 07<sup>th</sup> NOVEMBER 2025 at 10:00am [10 O'clock]</b> for a period of <math>\pm</math> 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>Tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to have their own Personal Protective Equipment (hard hat, high visibility vest and safety shoes/boots)].</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.</li> </ul> |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-00</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-00 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>                                                                                                                                                                                                        |
| <b>CLOSING DATE</b> | <p><b>16h00 on 19 November 2025</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p> <p><i><b>Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.</b></i></p> |

## 2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter**

**due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-19, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

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

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

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

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

## T1.2 TENDER DATA

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

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

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

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

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



## TRANSNET PORT TERMINAL

Tender Number: iCLM PE 691/TPT

DESCRIPTION OF SUPPLY: PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

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:

Commodity Specialist

Name:

Phindile Yapi

Address:

Transnet Port Terminal, SCM Boardroom,  
2nd Floor, NRE Building, Green Street, Port  
of Port Elizabeth

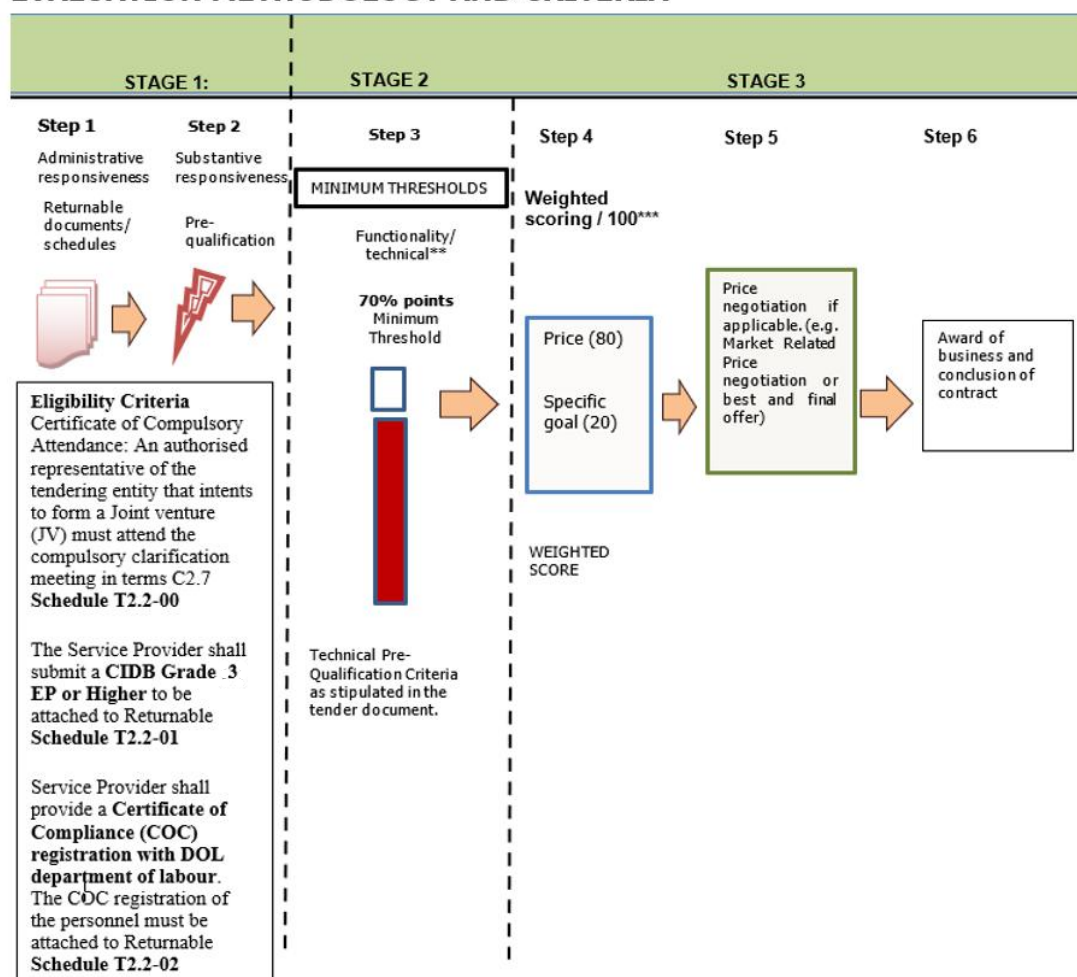
Tel No.

041 – 507 8502

E – mail

Phindile.yapi@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**EVALUATION METHODOLOGY AND CRITERIA**

**1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

**T2.2-00:** An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

**T2.2-01: Eligibility in terms of the Construction Industry Development Board:**

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 **CIDB Grade 3 EP or Higher** class of construction work, are eligible to have their tenders evaluated. to be attached to **Returnable Schedule T2.2-01.**

**T2.2-02:** Service Provider shall provide a **Certificate of Compliance (COC) registration with DOL department of labour.** The COC registration of the personnel must be attached to **Returnable Schedule T2.2-02.**

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

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

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

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

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

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Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-00 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

|                         |                                                                                                                                                                                                                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: <b>(insert company name)</b></li> <li>▪ Contact person and details: <b>(insert details)</b></li> <li>▪ The Tender Number:</li> <li>▪ The Tender Description</li> </ul> |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

C.2.15 The closing time for submission of tender offers is:  
Time: **16h00 on the 19<sup>th</sup> November 2025**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);  
**Closing Time: 16h00 on the 19<sup>th</sup> November 2025**  
**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

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

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

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

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

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

#### Functionality Criteria

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

| Functionality criteria                                                                                                                                                                                                                                                                                                                                                                | Sub-criteria                        | Sub-criteria points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Maximum number of points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>T2.2-03: Previous Experience:</b><br><br>Submit three reference letters for previous works related to the electrical works or similar conducted in the past 5 years. This must be traceable track record, <b>submit five (5) reference</b> letters of completed work from previous clients and this must be relating to similar work on electrical works on the client letterhead. | <b>Experience Reference letters</b> | No references provided score <b>0 %</b><br>Tenderers generally have experience in one (1) project relating to the scope of works. One (1) reference letter submitted <b>score 20 %</b><br>Tenderers generally have experience in two (2) projects relating to the scope of works. Two (2) reference letters submitted <b>score 40 %</b><br>Tenderers generally have experience in three (3) projects relating to the scope of works. Three (3) reference letters submitted <b>score 60 %</b><br>Tenderers generally have experience in four (4) projects relating to the scope of works. Four (4) reference letters submitted <b>score 80 %</b><br>Tenderers generally have experience in five (5) projects or more relating to the scope of works. Five (5) or more reference letters submitted <b>score 100 %</b> | <b>30</b>                |

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| <p><b>T2.2-04:<br/>Qualification<br/>&amp; CV Electrician</b></p> <p>Electrician should have a <b>Red Seal Electrical Trade Certificate</b>.<br/>The Electrician should have 3 years of experience.</p>                                                                                                                                           | <p><b>Qualification<br/>Electrician</b></p>  | <p>No trade test (red seal) certificate submitted <b>score 0 %</b><br/>Electrician trade test (red seal) certificate and no CV submitted <b>score 20 %</b><br/>Electrician trade test (red seal) certificate and CV with <math>\geq 6</math> months relevant experience <math>&lt; 1</math> years <b>score 40 %</b><br/>Electrician trade test (red seal) certificate and CV with <math>\geq 1</math> years relevant experience 2 years <b>score 60 %</b><br/>Electrician trade test (red seal) certificate and CV with <math>\geq 2</math> years relevant experience <math>&lt; 3</math> years <b>score 80 %</b><br/>Electrician trade test (red seal) certificate and CV with <math>\geq 3</math> years relevant experience <b>score 100 %</b></p>                                                                                                                                                                                                                                                                                                                                                      | <p><b>15</b></p> |
| <p><b>T2.2-05:<br/>Qualification<br/>&amp; CV Construction<br/>Site Manager.</b></p> <p>Construction Site Supervisor should have a qualification NQF level <math>\geq 6</math> in Mechanical or Electrical Engineering and 5 year's experience in Engineering Construction Projects as a Site Supervisor and a supervisory course or training</p> | <p><b>Qualification<br/>Site Manager</b></p> | <p>No qualification or no CV submitted or no relevant experience <b>score 0 %</b><br/>NQF <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 2</math> year experience as a Site Supervisor but <math>&lt; 3</math> years <b>score 20 %</b><br/>NQF <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 3</math> years experience as a Site Supervisor but <math>&lt; 4</math> years <b>score 40 %</b><br/>NQF <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 4</math> years experience as a Site Supervisor but <math>&lt; 5</math> years <b>score 60 %</b><br/>NQF <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 5</math> years experience as a Site Supervisor <b>score 80 %</b><br/>NQF <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 5</math> years experience as a Site Supervisor and a Supervisory course or certificate <b>score 100 %</b></p> | <p><b>15</b></p> |
| <p><b>T2.2-06<br/>Qualification &amp; CV:<br/>Quality Officer</b></p> <p>Quality officer should have a have a NQF level <math>\geq 6</math> qualification in Electrical or Mechanical Engineering and an ISO 9001 course</p>                                                                                                                      | <p><b>Quality Officer</b></p>                | <p>No qualification or relevant experience <b>score 0 %</b><br/>NQF level <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 6</math> months experience as a Quality Officer but <math>&lt; 1</math> year <b>score 20 %</b><br/>NQF level <math>\geq 6</math> in Mechanical or Electrical Engineering qualification and CV with <math>\geq 1</math> year experience as a</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>10</b></p> |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| certificate. 3 years experience as a quality officer or inspector is required                                                                                                                                                                                                                                                                                                        |                                    | <p>Quality Officer but &lt; 2 years <b>score 40 %</b></p> <p>NQF level &gt;= 6 Mechanical or Electrical Engineering qualification and CV with &gt;= 2 years experience as a Quality Officer but &lt; 3 years <b>score 60 %</b></p> <p>NQF level &gt;= 6 Mechanical or Electrical Engineering qualification and CV with &gt;= 3 years experience as a Quality Officer <b>score 80 %</b></p> <p>NQF level &gt;= 6 Mechanical or Electrical Engineering qualification and CV with &gt;= 3 years experience as a Quality Officer and ISO 9001 course certificate <b>score 100 %</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                           |           |
| <p><b>T2.2-07 Qualification &amp; CV: Health &amp; Safety</b></p> <p>Health &amp; Safety Officer should have NQF level ≥6 in Safety Management. 4 years relevant practical experience and valid registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health &amp; Safety Officer (CHSO) as a professional</p> | <b>Health &amp; Safety Officer</b> | <p>No safety related qualification certificate submitted or no relevant experience <b>score 0 %</b></p> <p>NQF &gt;= 6 qualification in Safety Management certificate and CV with &gt;= 2 years relevant experience but &lt; 3 years <b>score 20 %</b></p> <p>NQF &gt;= 6 qualification in Safety Management certificate and CV with &gt;= 3 years relevant experience but &lt; 4 years <b>score 40 %</b></p> <p>NQF &gt;= 6 qualification in Safety Management certificate and CV with &gt;= 4 years relevant experience <b>score 60 %</b></p> <p>NQF &gt;= 6 qualification in Safety Management certificate and CV with &gt;= 4 years relevant experience and registered with SACPCMP as a Candidate Construction Health &amp; Safety Officer (CHSO) <b>score 80 %</b></p> <p>NQF &gt;= 6 qualification in Safety Management certificate and CV with &gt;= 4 years relevant experience and registered with SACPCMP as a Professional Construction Health &amp; Safety Officer (CHSO) <b>score 100 %</b></p> | <b>10</b> |
| <p><b>T2.2-08 Technical Datasheet</b></p> <p>Submit a technical datasheet for the proposed emergency lights confirming the following compliance to Part C3, section 2 (2.1.1 - Table 1:</p>                                                                                                                                                                                          | <b>Technical Datasheet</b>         | <p>No technical datasheet or not compliant to no. 1, 2, 3, 13 specifications or compliant to less than nine (9) specifications <b>score 0 %</b></p> <p>Compliant to no. 1, 2, 3, 13, and any other five (5) specifications <b>score 20 %</b></p> <p>Compliant to no. 1, 2, 3, 13, and any other six (6) specifications <b>score 40 %</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>20</b> |

|                                                 |  |                                                                                                                                                                                                                                                      |            |
|-------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Employer's Light Specification)                 |  | Compliant to no. 1, 2, 3, 13, and any other seven (7) specifications <b>score 60 %</b><br>Compliant to no. 1, 2, 3, 13, and any other eight (8) specifications <b>score 80 %</b><br>Compliant to all thirteen (13) specifications <b>score 100 %</b> |            |
| <b>Maximum possible score for Functionality</b> |  |                                                                                                                                                                                                                                                      | <b>100</b> |

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

- T2.2-03: Previous Experience
- T2.2-04: Electrician Qualification & CV
- T2.2-05: Construction Site Manager Qualification & CV
- T2.2-06: Quality Management
- T2.2-07: Health and Safety Management
- T2.2-08: Technical Datasheet

Each evaluation criteria will be assessed in terms of scores **of 0, 20, 40, 60, 80 or 100** (linear scale, more suitable for NEC3, ECC (construction related procurement) The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality **70 points** will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

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

- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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

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

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

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS**

**NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION**

**WORKS CONTRACTS**

**AUGUST 2019**

## **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

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

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

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

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



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

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C.2.1 Eligibility**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C.2.9 Insurance**

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

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



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- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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

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

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

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

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

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **C.2.21 Check final draft**

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

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

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

#### **C.2.23 Certificates**

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

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

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



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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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follows:

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

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

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

### **C.3.11 Evaluation of tender offers**

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

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

#### **Requirement Qualitative interpretation of goal**

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

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

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

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the contract;

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

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

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

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

### **C.3.14 Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

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

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

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

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

### **C.3.16 Registration of the award**

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

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

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

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

---

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

## **T2.1 List of Returnable Documents**

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

#### **Stage One (Step 1 & 2): Eligibility Criteria Schedule: -**

T2.2-00 **Eligibility Criteria Schedule** - Certificate of attendance at Tender.

T2.2-01 **CIDB: Eligibility Criteria Schedule:** CIDB Grade 3 EP or higher

T2.2-02 **Eligibility Criteria Schedule:** Department of Labour (DOL) Registration and (Certificate of Compliance (COC)

### **2.1.2 Stage Two (Step 3): these schedules will be utilised for functionality evaluation purposes:**

T2.2-03 **Evaluation Schedule:** Previous Experience

T2.2-04 **Evaluation Schedule:** Electrician Qualification & CV

T2.2-05 **Evaluation Schedule:** Construction Site Manager Qualification & CV

T2.2-06 **Evaluation Schedule:** Quality Management

T2.2-07 **Evaluation Schedule:** Health and Safety Management

T2.2-08 **Evaluation Schedule:** Technical Datasheet

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

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

### **2.1.4 Returnable Schedules:**

#### **General:**

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Availability of Equipment

T2.2-14 Tender Declaration

T2.2-15 Site Establishment

T2.2-16 Schedule of Proposed Sub-Contractor

T2.2-17 CIDB SPF

**Agreement and Commitment by Tenderer:**

- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-22a DPIP or FPPO
- T2.2-23 Insurance Provided
- T2.2-24 Form of Intent
- T2.2-25 Forecast rate of Invoicing
- T2.2-26 Three (3) years Financial Statement
- T2.2-27 Form of Offer and Acceptance

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Security**

**2.5 C2.1 Pricing Data Option A (Activity Schedule)**

**2.6 C3.1 Works Information**

**2.7 C4.1 Site Information**

**Supporting RFP Annexures:**

1. **Annexure A1:** EEAM-Q-009
2. **Annexure A2:** EEAM-Q-018
3. **Annexure A3:** Specification No. TPD: 001-EL&P SPEC
4. **Annexure A4:** Specification No. TPD: 003-CABLESPEC
5. **Annexure B:** Contractor's compliance file assessment

## T2.2-00: 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:  | Transnet Port Terminal SCM Boardroom, 2nd Floor, NRE Building, Green Street, Port of Port Elizabeth |                      |
| On (date) | 31 October 2025                                                                                     | Starting time: 10h00 |

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

Name

Signature

Capacity

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

Name

Signature

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

Date

## T2.2-01: Evaluation Schedule: Eligibility Criteria

### Note to tenderers:

The Service Provider shall submit a **CIDB Grade 3 EP or higher** to be attached to Returnable Schedule T2.2-01.

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
|            |        |         |             |

| Weight         | Relevant Technical experience:                                                                                      |
|----------------|---------------------------------------------------------------------------------------------------------------------|
|                | The Service Provider shall submit a <b>CIDB Grade 3 EP or higher</b> to be attached to Returnable Schedule T2.2-01. |
| <b>YES</b>     | Yes = <b>CIDB Grade 3 EP or higher</b> certificate submitted, then proceed with evaluation.                         |
| <b>NO</b>      | No = Do not proceed with evaluation if <b>CIDB Grade 3 EP or higher</b> certificate is not submitted.               |
| <b>Proceed</b> | Tender has submitted required documents all in good order.                                                          |

- 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, for a **CIDB Grade 3 EP or higher** class of construction work, are eligible to have their tenders evaluated.

### b) Joint Venture (JV)

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

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

- 
- accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
  5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## T2.2-02: Evaluation Schedule: Eligibility Criteria

### Certificate of Compliance (COC) registration with DOL department of labour

**Tenderers to submit** the following:

Service Provider shall provide a Certificate of Compliance (COC) registration with DOL department of labour. The COC registration of the personnel must be attached to Returnable Schedule T2.2-02

#### Attached submissions to this schedule:

.....

.....

.....

The scoring of the **DOL Registration** will be as follows:

|                |                                                                                                                                                                                                                                                               |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Weight</b>  | <b>Registration with DOL department of labour:</b><br><br>Service Provider shall provide a Certificate of Compliance (COC) registration with DOL department of labour. The COC registration of the personnel must be attached to Returnable Schedule T2.2-02. |
| <b>Points</b>  |                                                                                                                                                                                                                                                               |
| <b>YES</b>     | Yes = Submitted COC Personnel Registration Certificate proceed with evaluation.                                                                                                                                                                               |
| <b>NO</b>      | No = Do not proceed with evaluation if certificate is not submitted.                                                                                                                                                                                          |
| <b>Proceed</b> | Tender has submitted required documents all in good order.                                                                                                                                                                                                    |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal

knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-03: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:

Electrical & Mechanical work relating to backup or emergency power

- Submit three reference letters for previous works related to the electrical works or similar conducted in the past 5 years. This must be traceable track record, submit five (5) reference letters of completed work from previous clients and this must be relating to similar work on electrical works on the client letterhead.

### Index of documentation attached to this schedule

|          | DOCUMENT NAME |
|----------|---------------|
| <b>1</b> |               |
| <b>2</b> |               |
| <b>3</b> |               |
| <b>4</b> |               |
| <b>5</b> |               |

| Weight<br>(30) | Previous Experience                                                                                                              |
|----------------|----------------------------------------------------------------------------------------------------------------------------------|
| (Score 0)      | No references provided.                                                                                                          |
| (Score 20)     | Tenderers generally have experience in one (1) project relating to the scope of works. One (1) reference letter submitted.       |
| (Score 40)     | Tenderers generally have experience in two (2) projects relating to the scope of works. Two (2) reference letters submitted.     |
| (Score 60)     | Tenderers generally have experience in three (3) projects relating to the scope of works. Three (3) reference letters submitted. |
| (Score 80)     | Tenderers generally have experience in four (4) projects relating to the scope of works. Four (4) reference letters submitted.   |



|                    |                                                                                                                                                |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(Score 100)</b> | Tenderers generally have experience in five (5) projects or more relating to the scope of works. Five (5) or more reference letters submitted. |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

## T2.2-04: Evaluation Schedule: Electrician Qualification & CV

Submit the following documents as a minimum with your tender document:

1. Detailed CV's providing the following:

- The roles and responsibilities for the *works* of each resource should be clearly stated.
- Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
- The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

2. Site Management resources should include at least, amongst others:

- Electrician
  - Electrician should have a Red Seal Electrical Trade Certificate. The Electrician should have 3 years of experience.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

| Key Person Role | Name of Resource |
|-----------------|------------------|
| Electrician     |                  |

The scoring of the Qualification & CV will be as follows:

| <b>Weight</b>      | <b>Relevant qualification and experience for the following:</b>                                               |
|--------------------|---------------------------------------------------------------------------------------------------------------|
| <b>15</b>          | <b>Electrician</b>                                                                                            |
| <b>Points</b>      |                                                                                                               |
| <b>(score 0)</b>   | No trade test (red seal) certificate submitted                                                                |
| <b>(score 20)</b>  | Electrician trade test (red seal) certificate and no CV submitted                                             |
| <b>(score 40)</b>  | Electrician trade test (red seal) certificate and CV with $\geq$ 6 months relevant experience but $<$ 1 years |
| <b>(score 60)</b>  | Electrician trade test (red seal) certificate and CV with $\geq$ 1 year relevant experience but $<$ 2 years   |
| <b>(score 80)</b>  | Electrician trade test (red seal) certificate and CV with $\geq$ 2 years relevant experience but $<$ 3 years  |
| <b>(score 100)</b> | Electrician trade test (red seal) certificate and CV with $\geq$ 3 years relevant experience                  |

## **T2.2-05: Evaluation Schedule: Construction Site Supervisor Qualification & CV**

Submit the following documents as a minimum with your tender document:

1. Detailed CV's providing the following:
  - The roles and responsibilities for the *works* of each resource should be clearly stated.
  - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
2. Site Management resources should include at least, amongst others:
  - Construction Site Supervisor
    - Construction Site Supervisor should have a qualification NQF level  $\geq$  6 in Mechanical or Electrical Engineering and 5 years experience in Engineering Construction Projects as a Site Supervisor and a supervisory course or training.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

| Key Person Role              | Name of Resource |
|------------------------------|------------------|
| Construction Site Supervisor |                  |

The scoring of the Qualification & CV will be as follows:

| <b>Weight</b>      | <b>Relevant qualification and experience for the following:</b>                                                                                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>15</b>          | <b>Construction Site Supervisor</b>                                                                                                                                   |
| <b>Points</b>      |                                                                                                                                                                       |
| <b>(score 0)</b>   | No qualification or no CV submitted or no relevant experience                                                                                                         |
| <b>(score 20)</b>  | NQF $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 2$ year experience as a Site Supervisor but $< 3$ years                          |
| <b>(score 40)</b>  | NQF $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 3$ years experience as a Site Supervisor but $< 4$ years                         |
| <b>(score 60)</b>  | NQF $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 4$ years experience as a Site Supervisor but $< 5$ years                         |
| <b>(score 80)</b>  | NQF $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 5$ years experience as a Site Supervisor                                         |
| <b>(score 100)</b> | NQF $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 5$ years experience as a Site Supervisor and a Supervisory course or certificate |

## T2.2-06: Evaluation Schedule: Quality Officer Qualification & CV

Submit the following documents as a minimum with your tender document:

1. Detailed CV's providing the following:
  - The roles and responsibilities for the *works* of each resource should be clearly stated.
  - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
2. Site Management resources should include at least, amongst others:
  - Quality Officer
    - Quality officer should have a have a NQF level  $\geq 6$  qualification in Electrical or Mechanical Engineering and an ISO 9001 course certificate. 3 years experience as a quality officer or inspector is required.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

| Key Person Role | Name of Resource |
|-----------------|------------------|
| Quality Officer |                  |

The scoring of the Qualification & CV will be as follows:

| <b>Weight</b>      | <b>Relevant qualification and experience for the following:</b>                                                                                                  |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b>          | <b>Quality Officer</b>                                                                                                                                           |
| <b>Points</b>      |                                                                                                                                                                  |
| <b>(score 0)</b>   | No qualification or relevant qualification                                                                                                                       |
| <b>(score 20)</b>  | NQF level $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 6$ months experience as a Quality Officer but $< 1$ year              |
| <b>(score 40)</b>  | NQF level $\geq 6$ in Mechanical or Electrical Engineering qualification and CV with $\geq 1$ year experience as a Quality Officer but $< 2$ years               |
| <b>(score 60)</b>  | NQF level $\geq 6$ Mechanical or Electrical Engineering qualification and CV with $\geq 2$ years experience as a Quality Officer but $< 3$ years                 |
| <b>(score 80)</b>  | NQF level $\geq 6$ Mechanical or Electrical Engineering qualification and CV with $\geq 3$ years experience as a Quality Officer                                 |
| <b>(score 100)</b> | NQF level $\geq 6$ Mechanical or Electrical Engineering qualification and CV with $\geq 3$ years experience as a Quality Officer and ISO 9001 course certificate |

## T2.2-07: Evaluation Schedule: Health and Safety Officer Qualification & CV

Submit the following documents as a minimum with your tender document:

1. Detailed CV's providing the following:
  - The roles and responsibilities for the *works* of each resource should be clearly stated.
  - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
2. Site Management resources should include at least, amongst others:
  - Health & Safety Officer
    - Health & Safety Officer should have NQF level  $\geq 6$  in Safety Management. 4 years relevant practical experience and valid registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health & Safety Officer (CHSO) as a professional.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

| Key Person Role           | Name of Resource |
|---------------------------|------------------|
| Health and Safety Officer |                  |

The scoring of the Qualification & CVs will be as follows:

| <b>Weight</b>      | <b>Relevant qualification and experience for the following:</b>                                                                                                                                      |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b>          | <b>Health &amp; Safety Officer</b>                                                                                                                                                                   |
| <b>Points</b>      |                                                                                                                                                                                                      |
| <b>(score 0)</b>   | No safety related qualification certificate submitted or no relevant experience                                                                                                                      |
| <b>(score 20)</b>  | NQF $\geq 6$ qualification in Safety Management certificate and CV with $\geq 2$ years relevant experience but $< 3$ years                                                                           |
| <b>(score 40)</b>  | NQF $\geq 6$ qualification in Safety Management certificate and CV with $\geq 3$ years relevant experience but $< 4$ years                                                                           |
| <b>(score 60)</b>  | NQF $\geq 6$ qualification in Safety Management certificate and CV with $\geq 4$ years relevant experience                                                                                           |
| <b>(score 80)</b>  | NQF $\geq 6$ qualification in Safety Management certificate and CV with $\geq 4$ years relevant experience and registered with SACPCMP as a Candidate Construction Health & Safety Officer (CHSO)    |
| <b>(score 100)</b> | NQF $\geq 6$ qualification in Safety Management certificate and CV with $\geq 4$ years relevant experience and registered with SACPCMP as a Professional Construction Health & Safety Officer (CHSO) |

## T2.2-08: Evaluation Schedule: Technical Data Sheets

Note: The tenderer will be scored for quality on the compliance and completeness of the Technical Data sheets.

Submit a technical datasheet for the proposed emergency lights confirming the following compliance to Part C3, section 2 (2.1.1 - Table 1: Employer's Light Specification).

The following Data Sheet specifications no. 1 to 13 are included and shall be completed by the tenderer:

| NO | TITLE              |
|----|--------------------|
| 1  | Type               |
| 2  | Emergency type     |
| 3  | Power              |
| 4  | Colour temperature |
| 5  | IP rating          |
| 6  | Voltage            |
| 7  | Cable entry        |
| 8  | Diffuser           |
| 9  | Gasket             |
| 10 | Hinge frame        |
| 11 | Body               |
| 12 | Mounting           |
| 13 | Certified/Approved |

The Scoring will be as Follows:

| <b>Weight</b>      | <b>Relevant Specification documents for the following:</b>                                        |
|--------------------|---------------------------------------------------------------------------------------------------|
| <b>20</b>          | <b>Datasheet</b>                                                                                  |
| <b>Points</b>      |                                                                                                   |
| <b>(score 0)</b>   | Not compliant to no. 1, 2, 3, 13 specifications or compliant to less than nine (9) specifications |
| <b>(score 20)</b>  | Compliant to no. 1, 2, 3, 13, and any other five (5) specifications                               |
| <b>(score 40)</b>  | Compliant to no. 1, 2, 3, 13, and any other six (6) specifications                                |
| <b>(score 60)</b>  | Compliant to no. 1, 2, 3, 13, and any other seven (7) specifications                              |
| <b>(score 80)</b>  | Compliant to no. 1, 2, 3, 13, and any other eight (8) specifications                              |
| <b>(score 100)</b> | Compliant to all thirteen (13) specifications                                                     |

## T2.2-09: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

### B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**C. Certificate for Joint Venture**

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Sole Proprietor

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

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

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

## **T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## T2.2-12: Risk Elements

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

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

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

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.

[illegible]

## T2.2-14: TENDER 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:

---



---



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

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

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

|                                                              |
|--------------------------------------------------------------|
| For and on behalf of<br><br>.....<br>duly authorised thereto |
| Name:                                                        |
| Signature:                                                   |
| Date:                                                        |

#### IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net)
- All Respondents 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 bidder on its List of Excluded Bidders.

## T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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

## T2.2-16: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

| Name of Proposed Subcontractor |     |     | Address |       | Nature of work |  | Amount of Worked                       | Percentage of work |  |
|--------------------------------|-----|-----|---------|-------|----------------|--|----------------------------------------|--------------------|--|
|                                |     |     |         |       |                |  |                                        |                    |  |
| % Black Owned                  | EME | QSE | Youth   | Women | Disabilities   |  | Rural/ Underdeveloped areas/ Townships | Military Veterans  |  |

TRANSNET PORT TERMINALS

Tender Number: iCLM PE 691/TPT

DESCRIPTION OF SUPPLY: PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

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

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

## **T2.2-17 : ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 8: The attached SBD 6 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 Level 1 and level 2]** 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>80</b>  |
| <b>B-BBEE Level 1&amp;2 (10 points)</b>                  | <b>20</b>  |
| <b>30% Black Women Owned (10 points)</b>                 |            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

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

required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

$P_t$  = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

| Specific Goals                 | Acceptable Evidence                                                                                                                                      |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE status contributor      | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC<br><br>Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline. |
| 30% Black Women Owned Entities | Promotion of Entities which are owned by black people who are women (at least 30%).                                                                      |

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

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

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

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

## 5. BID DECLARATION

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

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

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

## 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 |  |
|-----|--|----|--|

|  |  |  |
|--|--|--|
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|  |  |  |
|  |  |  |
|  |  |  |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

|                                                |
|------------------------------------------------|
| <p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> |
|------------------------------------------------|

|                                                                   |
|-------------------------------------------------------------------|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> |
|-------------------------------------------------------------------|

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

**YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

TRANSNET PORT TERMINALS

Tender Number: iCLM PE 691/TPT

DESCRIPTION OF SUPPLY: PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

## **T2.2-18 NON-DISCLOSURE AGREEMENT**

**[ FEBRUARY 2020 ]**

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

## T2.2-20: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

## **T2.2-21 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

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

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

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## **T2.2-22 : Supplier Code of Conduct**

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

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

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

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

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

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

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



- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- 2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
    - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
    - Collusion;
    - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
    - Corrupt activities listed above; and
    - Harassment, intimidation or other aggressive actions towards Transnet employees.
  - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



TRANSNET PORT TERMINALS

Tender Number: iCLM PE 691/TPT

DESCRIPTION OF SUPPLY: PROVISION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF.

### ***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_

Signature

## **T2.2-22a: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential

risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign

Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website  
<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>

Respondents are required to disclose any commercial relationship with a DPIP or

FPPO (as defined in the Policy) by completing the following section:



| [The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.] |                                  |                                                                          |                                       |                            |                                                      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------|---------------------------------------|----------------------------|------------------------------------------------------|--|
| <b>Is the Respondent</b><br>(Complete with a "Yes" or "No")                                                                                                                                                                                                                                                          |                                  |                                                                          |                                       |                            |                                                      |  |
| <b>A</b>                                                                                                                                                                                                                                                                                                             | <b>DPIP/FPPO</b>                 |                                                                          | <b>Closely Related to a DPIP/FPPO</b> |                            | <b>Closely Associated to a DPIP/FPPO</b>             |  |
| <b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>                                                                                                                                                                      |                                  |                                                                          |                                       |                            |                                                      |  |
|                                                                                                                                                                                                                                                                                                                      | <b>Name of Entity / Business</b> | <b>Role in the Entity / Business (Nature of interest/ Participation)</b> | <b>Shareholding %</b>                 | <b>Registration Number</b> | <b>Status (Mark the applicable option with an X)</b> |  |
|                                                                                                                                                                                                                                                                                                                      |                                  |                                                                          |                                       |                            |                                                      |  |
|                                                                                                                                                                                                                                                                                                                      |                                  |                                                                          |                                       |                            |                                                      |  |
|                                                                                                                                                                                                                                                                                                                      |                                  |                                                                          |                                       |                            |                                                      |  |

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

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

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

| Insurance against<br>(See clause 84.2 of the ECC)                                                                                                                                                                       | Name of Insurance<br>Company | Cover | Premium |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                                     |                              |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                                |                              |       |         |
| (Other)                                                                                                                                                                                                                 |                              |       |         |

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

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## T2.2-25: Forecast Rate of Invoicing

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

### Index of documentation attached to this schedule:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## **T2.2-26: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

## C1.1 FORM OF OFFER & ACCEPTANCE

### Offer

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

**Supply, Installation and Commissioning of Emergency Lights for Transnet Soc Ltd (Reg No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred As "TPT") for Port Elizabeth Bulk Terminal as once off service. Tender#: iCLM PE 691/TPT**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer:**

*(Insert name and address of organisation)*

Name & signature  
of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer:**

Transnet SOC (Ltd)

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

|                             | <b>For the <i>tenderer</i>:</b>                                                                              | <b>For the <i>Employer</i></b>                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Signature                   | _____                                                                                                        | _____                                                                                 |
| Name                        | _____                                                                                                        | _____                                                                                 |
| Capacity                    | _____                                                                                                        | _____                                                                                 |
| On behalf of                | <div style="border: 1px solid black; padding: 2px;"> <i>(Insert name and address of organisation)</i> </div> | <div style="border: 1px solid black; padding: 2px;"> <b>Transnet SOC (Ltd)</b> </div> |
| Name & signature of witness | _____                                                                                                        | _____                                                                                 |
| Date                        | _____                                                                                                        | _____                                                                                 |

## C1.2 Contract Data

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

| Clause | Statement                                                                                      | Data                                                                                                                    |
|--------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>General</b>                                                                                 |                                                                                                                         |
|        | The conditions of contract are the core clauses and the clauses for main Option                | <b>A: Priced contract with activity schedule</b>                                                                        |
|        | dispute resolution Option                                                                      | <b>W1: Dispute resolution procedure</b>                                                                                 |
|        | and secondary Options                                                                          |                                                                                                                         |
|        |                                                                                                | <b>X5: Sectional Completion</b>                                                                                         |
|        |                                                                                                | <b>X7: Delay damages</b>                                                                                                |
|        |                                                                                                | <b>X13: Performance Bond</b>                                                                                            |
|        |                                                                                                | <b>X16: Retention</b>                                                                                                   |
|        |                                                                                                | <b>X18: Limitation of liability</b>                                                                                     |
|        |                                                                                                | <b>Z: <i>Additional conditions of contract</i></b>                                                                      |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) |                                                                                                                         |
| 10.1   | The <i>Employer</i> is:                                                                        | <b>Transnet SOC Ltd<br/>(Registration No. 1990/000900/30)</b>                                                           |
|        | Address                                                                                        | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b> |
|        | Having elected its Contractual Address for the purposes of this contract as:                   | <b>Transnet Port Terminals<br/>202 Anton Lembede Street<br/>Durban<br/>4001</b>                                         |

|          |                                                                     |                                                                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Project Manager</i> is:<br>(Name)                            | <b>Kwandiwe Kalipa</b>                                                                                                                                                                                                                                           |
|          | Address                                                             | <b>Transnet Port Terminals,<br/>Green Steet,<br/>North End, Port Elizabeth</b>                                                                                                                                                                                   |
|          | Tel                                                                 | <b>041 507 1651</b>                                                                                                                                                                                                                                              |
|          | e-mail                                                              | <b>Kwandiwe.Kalipa@transnet.net</b>                                                                                                                                                                                                                              |
| 10.1     | The <i>Supervisor</i> is: (Name)                                    | <b>Brett Killian</b>                                                                                                                                                                                                                                             |
|          | Address                                                             | <b>Transnet Port Terminals<br/>Port of Port Elizabeth</b>                                                                                                                                                                                                        |
|          | Tel No.                                                             | <b>041 507 8475</b>                                                                                                                                                                                                                                              |
|          | e-mail                                                              | <b>Brett.Killian@transnet.net</b>                                                                                                                                                                                                                                |
| 11.2(13) | The <i>works</i> are                                                | <b>SUPPLY, INSTALLATION AND COMMISSIONING<br/>OF EMERGENCY LIGHTS FOR TRANSNET SOC<br/>LTD (REG NO. 1990/000900/30) OPERATING AS<br/>TRANSNET PORT TERMINALS (HEREINAFTER<br/>REFERRED AS "TPT") FOR PORT ELIZABETH<br/>BULK TERMINAL AS A ONCE OFF SERVICE.</b> |
| 11.2(14) | The following matters will be<br>included in the Risk Register      | <b>(1) Working in confined spaces<br/>(2) Loss of critical resources/labour unrest<br/>(3) Failure to meet project timelines<br/>(4) Safety</b>                                                                                                                  |
| 11.2(15) | The <i>boundaries of the site</i> are                               | <b>As stated in Part C4.1." Description of the Site<br/>and its surroundings"</b>                                                                                                                                                                                |
| 11.2(16) | The Site Information is in                                          | <b>Part C4</b>                                                                                                                                                                                                                                                   |
| 11.2(19) | The Works Information is in                                         | <b>Part C3</b>                                                                                                                                                                                                                                                   |
| 12.2     | The <i>law of the contract</i> is the<br>law of                     | <b>the Republic of South Africa subject to the<br/>jurisdiction of the Courts of South Africa.</b>                                                                                                                                                               |
| 13.1     | The <i>language of this contract</i> is                             | <b>English</b>                                                                                                                                                                                                                                                   |
| 13.3     | The <i>period for reply</i> is                                      | <b>2 weeks</b>                                                                                                                                                                                                                                                   |
| <b>2</b> | The <i>Contractor's</i> main<br>responsibilities                    | <b>No additional data is required for this section of<br/>the <i>conditions of contract</i>.</b>                                                                                                                                                                 |
| <b>3</b> | <b>Time</b><br>The completion date for the whole<br>of the works is |                                                                                                                                                                                                                                                                  |

|         |                                                                                              |                                                                                                                                                   |                                                                                        |
|---------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 11.2(3) | The <i>completion date</i> for the whole of the <i>works</i> is                              | TBC                                                                                                                                               |                                                                                        |
| 11.2(9) | The <i>key dates</i> and the <i>conditions</i> to be met are:                                | <i>Condition to be met</i>                                                                                                                        | <i>key date</i>                                                                        |
|         |                                                                                              | 1 Layout Design                                                                                                                                   | TBC                                                                                    |
|         |                                                                                              | 2 Installation, commissioning                                                                                                                     | TBC                                                                                    |
|         |                                                                                              | 3 Testing, COC and handover                                                                                                                       | TBC                                                                                    |
| 30.1    | The <i>access dates</i> are                                                                  | Part of the Site                                                                                                                                  | Date                                                                                   |
|         |                                                                                              | 1 Access to site                                                                                                                                  | TBC                                                                                    |
| 31.1    | The <i>Contractor</i> is to submit a first programme for acceptance within                   | 2 weeks of the Contract Date.                                                                                                                     |                                                                                        |
| 31.2    | The <i>starting date</i> is                                                                  | TBA                                                                                                                                               |                                                                                        |
| 32.2    | The <i>Contractor</i> submits revised programmes at intervals no longer than                 | 2 weeks.                                                                                                                                          |                                                                                        |
| 35.1    | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date. |                                                                                                                                                   |                                                                                        |
| 4       | Testing and Defects                                                                          |                                                                                                                                                   |                                                                                        |
| 42.2    | The <i>defects date</i> is                                                                   | 52 (fifty-two) weeks after Completion of the whole of the <i>works</i> .                                                                          |                                                                                        |
| 43.2    | The <i>defect correction period</i> is                                                       | 2 weeks                                                                                                                                           |                                                                                        |
| 5       | Payment                                                                                      |                                                                                                                                                   |                                                                                        |
| 50.1    | The <i>assessment interval</i> is monthly on the                                             | 25 <sup>th</sup> (twenty fifth) day of each successive month.                                                                                     |                                                                                        |
| 51.1    | The <i>currency of this contract</i> is the                                                  | South African Rand.                                                                                                                               |                                                                                        |
| 51.2    | The period within which payments are made is                                                 | Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received. |                                                                                        |
| 51.4    | The <i>interest rate</i> is                                                                  | the prime lending rate of Standard Bank of South Africa.                                                                                          |                                                                                        |
| 6       | Compensation events                                                                          |                                                                                                                                                   | No additional data is required for this section of the conditions of contract.         |
| 7       | Title                                                                                        |                                                                                                                                                   | No additional data is required for this section of the <i>conditions of contract</i> . |

**8 Risks and insurance**

|      |                                                                        |                                                                                                                                                                                                                                                                                                                                                     |
|------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80.1 | These are additional <i>Employer's</i> risks                           | <b>No additional risks are accepted by the Employer other than those which are provided for in this contract.</b>                                                                                                                                                                                                                                   |
| 84.1 | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                                                                                                                                                                                                                                     |
| 1    | Insurance against:                                                     | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>                                                                                                                                                                                                        |
|      | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                        |
|      | The deductibles are:                                                   | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 2    | Insurance against:                                                     | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|      | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|      | The deductibles are                                                    | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 3    | Insurance against:                                                     | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |
|      | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|      | The deductibles are:                                                   | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 4    | Insurance against:                                                     | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                         |
|      | Cover / indemnity                                                      | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                                                                                             |
|      | The deductibles are                                                    | <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>                                                                                                                                                                                           |

Note:

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

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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.**

|           |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                                                                                                                                          | <b>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b> |
| 84.2      | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | <b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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:                                                                                                                                                       | <b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>A</b>  | <b>Priced contract with Activity Schedule</b>                                                                                                                                                                                                                                                                            | <b>No additional data is required for this Option.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 60.6      | The <i>method of measurement</i> is                                                                                                                                                                                                                                                                                      | <b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                                                                                                                                                                                | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                              |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                                                                                                                                                                                                                                                               | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|            |                                                                             |                                                                                                                |
|------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|            | If no <i>Adjudicator nominating body</i> is entered, it is:                 | <b>the Association of Arbitrators (Southern Africa)</b>                                                        |
| W1.4(2)    | The <i>tribunal</i> is:                                                     | <b>Arbitration</b>                                                                                             |
| W1.4(5)    | The <i>arbitration procedure</i> is                                         | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>           |
|            | The place where arbitration is to be held is                                | <b>Durban, South Africa</b>                                                                                    |
|            | The person or organisation who will choose an arbitrator                    | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                        |
|            | - if the Parties cannot agree a choice or                                   |                                                                                                                |
|            | - if the arbitration procedure does not state who selects an arbitrator, is |                                                                                                                |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                    |                                                                                                                |
| <b>X2</b>  | <b>Changes in the law</b>                                                   | <b>No additional data is required for this Option</b>                                                          |
| <b>X7</b>  | <b>Delay damages</b>                                                        |                                                                                                                |
| X7.1       | Delay damages for Completion of the whole of the <i>works</i> are           | <b>0.1% of the total contract value per day limited to 10% of the total contract value as per NEC contract</b> |
| <b>X16</b> | <b>Retention</b>                                                            |                                                                                                                |
| X16.1      | The retention free amount is                                                | <b>Nil</b>                                                                                                     |
|            | The retention percentage is                                                 | <b>10% on all payments certified.</b>                                                                          |
| <b>X18</b> | <b>Limitation of liability</b>                                              |                                                                                                                |

|       |                                                                                                                                                                               |                                                                                                                                                                |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                    | <b>Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)</b>                                      |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>                                                                                                         |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                | <b>The cost of correcting the Defect</b>                                                                                                                       |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                                                                                                                                 |
| X18.5 | The <i>end of liability date</i> is                                                                                                                                           | <b>A period being 12 (twelve) consecutive months after the completion by the Contractor of the whole of the works to the Employer in terms of the Contract</b> |

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**Z**      ***Additional conditions of contract are:***

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**Z2**      **Additional clause relating to Performance Bonds and/or Guarantees**

|             |                                                                                                                                                                                                                                                                                                                                              |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z2.1</b> | <b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</b> |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**Z5 Additional clauses relating to  
Joint Venture**

**Z5.1**

**Insert the additional core clause 27.5**

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

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

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

|             |                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                             | <p>constituents from time to time;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>                                                                                                                                                                                                                                                                                                                   |
| <b>Z5.2</b> |                                                                             | <p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>                                                                                                                                                                                                                                                                                     |
| <b>Z6</b>   | <b>Additional obligations in respect of Termination</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z6.1</b> |                                                                             | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |
| <b>Z6.2</b> | <b>Termination Table</b>                                                    | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>                                                                                                                                                                                                                                                                                                                 |
| <b>Z6.3</b> |                                                                             | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Z7</b>   | <b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z7.1</b> |                                                                             | <p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> </ol>                |

- 
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.
- 

**Z8 Additional Clause Relating to Collusion in the Construction Industry**

- Z8.1** 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.
- 

**Z9 Protection of Personal Information Act**

- Z9.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
-

## C1.2 Contract Data

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

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

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

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

|            |                                                                              |                                                                                                    |                         |             |
|------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------|-------------|
|            |                                                                              | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b> |                         |             |
| 11.2(14)   | The following matters will be included in the Risk Register                  |                                                                                                    |                         |             |
| 31.1       | The programme identified in the Contract Data is                             |                                                                                                    |                         |             |
| <b>A</b>   | <b>Priced contract with activity schedule</b>                                |                                                                                                    |                         |             |
| 11.2(20)   | The <i>activity schedule</i> is in                                           |                                                                                                    |                         |             |
| 11.2(30)   | The tendered total of the Prices is                                          | <b>(in figures)</b><br><br><b>(in words), excluding VAT</b>                                        |                         |             |
| <b>A</b>   | <b>Priced contract with activity schedule</b>                                | <b>Data for the Shorter Schedule of Cost Components</b>                                            |                         |             |
| 41 in SSCC | The percentage for people overheads is:                                      | <b>%</b>                                                                                           |                         |             |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by |                                                                                                    |                         |             |
|            | The percentage for adjustment for Equipment in the published list is         | <b>% (state plus or minus)</b>                                                                     |                         |             |
| 22 in SSCC | The rates of other Equipment are:                                            | <b>Equipment</b>                                                                                   | <b>Size or capacity</b> | <b>Rate</b> |
|            |                                                                              |                                                                                                    |                         |             |
|            |                                                                              |                                                                                                    |                         |             |
|            |                                                                              |                                                                                                    |                         |             |
|            |                                                                              |                                                                                                    |                         |             |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are    | <b>Category of employee</b>                                                                        | <b>Hourly rate</b>      |             |
|            |                                                                              |                                                                                                    |                         |             |
|            |                                                                              |                                                                                                    |                         |             |
|            |                                                                              |                                                                                                    |                         |             |

## TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM PE 691/TPT

DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF SERVICE

|            |                                                                                                                              |   |  |
|------------|------------------------------------------------------------------------------------------------------------------------------|---|--|
|            |                                                                                                                              |   |  |
| 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: |   |  |

|            |                                                                                                                              |                      |                  |             |
|------------|------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|-------------|
| 22 in SSCC | The rates of other Equipment are:                                                                                            | Equipment            | Size or capacity | Rate        |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are                                                    | Category of employee |                  | Hourly rate |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
|            |                                                                                                                              |                      |                  |             |
| 62 in SSCC | The percentage for design overheads is                                                                                       | %                    |                  |             |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |                      |                  |             |

|  |
|--|
|  |
|--|

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet Port Terminals  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. iCLM 691 PE/TPT

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

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

(the *Employer*) and

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

(SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF SERVICE.

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.



2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
 (say) \_\_\_\_\_  
 R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## PART 2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
|                    | This cover page                | 1           |
| C2.1               | Pricing instructions: Option A | 2           |
| C2.2               | Activity Schedule              | 1           |
|                    | Total number of pages          | 4           |

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

|                                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                     | 11.2 | (20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.                                                                                                                                                                                                                                                                                                                                                                                               |
|                                     |      | (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.                                                                                                                                                                                                                                                                                                             |
|                                     |      | (27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"> <li>• each group of completed activities and</li> <li>• each completed activity which is not in a group</li> </ul> <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p> |

#### 1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* 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 *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor'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.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.



TRANSNET PORT TERMINALS

CONTRACT NUMBER: iCLM PE 691/TPT

DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS  
FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS  
(HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF SERVICE

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- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

## C2.2 Activity Schedule

The Employer requires at least the following activities to be priced. Each activity must be priced individually. The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

It is Transnet's preference to enter into a contract on a DDP (Incoterms 2020, Port Elizabeth Container Terminal) basis. However, a DAP (Incoterms 2020, Port Elizabeth Container Terminal) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2020, e.g., Customs VAT, cargo dues and other cargo clearance levies relating to this contract.

| Activity                                                                               | Activity Description                                                          | Quantity | Price of each activity |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------|------------------------|
| 1                                                                                      | Supply and delivery of Lights as per scope of works                           | 132      |                        |
| 2                                                                                      | Design and drawings as per scope of works                                     | 1        |                        |
| 3                                                                                      | Supply and delivery of Electrical and Mechanical Components as per the design | 1        |                        |
| 4                                                                                      | Installation and wiring as per scope of works                                 | 1        |                        |
| 5                                                                                      | Repair of existing mounting structures as per scope of works                  | 1        |                        |
| 6                                                                                      | Integration with current system as per scope of works                         | 1        |                        |
| 7                                                                                      | Commissioning, and Handover as per scope of works                             | 1        |                        |
| <b>Total Price to be carried over to the Form of Offer &amp; Acceptance, Excl. VAT</b> |                                                                               |          |                        |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



TRANSNET PORT TERMINALS

CONTRACT NUMBER: ICLM PE 691/TPT

DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION AND COMMISSIONING OF EMERGENCY LIGHTS  
FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS  
(HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF SERVICE

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Zizo Mene

Assistant Management Accountant

Date: 27.06.2025

## PART C3: SCOPE OF WORK

| Document reference    | Title                               | No of page |
|-----------------------|-------------------------------------|------------|
| C3.1                  | This cover page                     | 1          |
|                       | <i>Employer's Works Information</i> | 17         |
| Total number of pages |                                     | 18         |

## C3.1 EMPLOYER'S WORKS INFORMATION

### Contents

|                                                                                                                               |    |
|-------------------------------------------------------------------------------------------------------------------------------|----|
| PART C3: SCOPE OF WORK.....                                                                                                   | 1  |
| SECTION 1.....                                                                                                                | 4  |
| 1 Description of the <i>works</i> .....                                                                                       | 4  |
| 1.1 Executive overview .....                                                                                                  | 4  |
| 1.2 <i>Employer's</i> objectives .....                                                                                        | 4  |
| 1.3 Interpretation and terminology .....                                                                                      | 4  |
| 2 Engineering and the <i>Contractor's</i> design .....                                                                        | 5  |
| 2.1 <i>Employer's</i> design .....                                                                                            | 5  |
| 2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to design .....                                                  | 5  |
| 2.3 Procedure for submission and acceptance of <i>Contractor's</i> design .....                                               | 6  |
| 2.4 Use of <i>Contractor's</i> design .....                                                                                   | 6  |
| 2.5 As-built drawings, operating manuals and maintenance schedules.....                                                       | 6  |
| 3 Construction .....                                                                                                          | 6  |
| 3.1 Temporary <i>works</i> , Site services & construction constraints .....                                                   | 6  |
| 3.2 Completion, testing, commissioning and correction of Defects.....                                                         | 9  |
| 4 Scope of Works .....                                                                                                        | 11 |
| 4.1 Site Location and General Layout.....                                                                                     | 11 |
| See Part 4: Site Information.....                                                                                             | 11 |
| 4.2 Electrical & mechanical engineering works.....                                                                            | 11 |
| The scope of work of the project can be summarised as follows and the works that the Contractor is to perform involves: ..... | 11 |
| 4.3 Method Statements.....                                                                                                    | 12 |
| 5 List Of Drawings .....                                                                                                      | 12 |
| 5.1 Drawings issued by the <i>Employer</i> .....                                                                              | 12 |
| SECTION 2.....                                                                                                                | 13 |
| 6 Management and start up .....                                                                                               | 13 |
| 6.1 Management meetings .....                                                                                                 | 13 |
| 6.2 Documentation Control .....                                                                                               | 13 |
| 6.3 Safety management.....                                                                                                    | 13 |
| 6.4 Environmental constraints and management.....                                                                             | 14 |
| 6.5 Quality assurance requirements .....                                                                                      | 14 |
| 6.6 Programming constraints.....                                                                                              | 15 |

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|     |                                                           |    |
|-----|-----------------------------------------------------------|----|
| 6.7 | Contractor's management, supervision and key people ..... | 16 |
| 6.8 | Training workshops and technology transfer .....          | 17 |
| 7   | Procurement.....                                          | 17 |
| 7.1 | The <i>Contractor's</i> Invoices .....                    | 17 |
| 7.2 | Plant and Materials .....                                 | 17 |
| 7.3 | Tests and inspections before delivery .....               | 18 |
| 7.4 | Plant and Materials outside the Working Areas .....       | 18 |
| 7.5 | Disruption.....                                           | 19 |
| 7.6 | Contractor to familiarize .....                           | 19 |
| 8   | List of Annexures.....                                    | 19 |
| 8.1 | Annexures issued by the Employer .....                    | 19 |

## SECTION 1

### 1 Description of the works

#### 1.1 Executive overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into four major business segments, namely containers, bulk, break bulk and automotive. The Port Elizabeth Bulk Ore Terminal (PEBOT) comprises of conveyor belts, ship loaders, stackers and tipplers for handling manganese ore. Safety of people and compliance is of paramount importance to TPT.

The works that the Contractor is to perform involve supplying and installing emergency lights in the conveyor tunnels or galleries. These emergency lights will provide illumination during power outages or emergencies, ensuring the safe working environment and minimizing potential risks to the workforce and equipment.

The Service Provider shall be responsible for developing a layout for the placement of lights at the most optimum positions in the conveyor tunnels, galleries, and transfer houses. The Service Provider shall provide all the materials and services for all works.

#### 1.2 Employer's objectives

The Employer's objectives are to appoint a Contractor that shall supply and install emergency lights inside the plant. This installation will enhance the safety measures within the conveyor belt tunnels. These emergency lights will provide illumination during power outages or emergencies, ensuring the safe working environment and minimizing potential risks to the workforce and equipment.

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation                       |
|--------------|---------------------------------------------------------|
| DOL          | Registration with DOL department of labour              |
| COC          | Certificate of Compliance                               |
| DWG          | Drawings                                                |
| ECC          | Engineering and Construction Contract                   |
| HAW          | Hazard Assessment Workshop                              |
| HAZOP        | Hazard and Operability Study                            |
| HSSP         | Health and Safety Surveillance Plan                     |
| JSA          | Job Safety Analysis                                     |
| Native       | Original electronic file format of documentation        |
| PEBOT        | Port Elizabeth Bulk Ore Terminal                        |
| PIRPMP       | Project Industrial Relations Policy and Management Plan |
| PLA          | Project Labour Agreements                               |
| PPE          | Personal Protective Clothing                            |
| QA           | Quality Assurance                                       |
| R&D          | Research and Development                                |
| SANS         | South African National Standards                        |
| SHE          | Safety, Health and Environment                          |
| SHEC         | Safety, Health and Environment Co-ordinator             |
| SIP          | Site Induction Programme                                |
| SMP          | Safety Management Plan                                  |

|     |                         |
|-----|-------------------------|
| SOC | State Owned Company     |
| TPT | Transnet Port Terminals |

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

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the *works* is: the quantities required for each of the locations that require emergency lighting. The Employer has a specification for the emergency lighting requirement can be seen in Table 1 below.

Table 1: *Employer's* Light Specification

| Specification      | Value                                                            |
|--------------------|------------------------------------------------------------------|
| Type               | Industrial Bulkhead: LED emergency lighting, Luminaire           |
| Emergency type     | Self-contained                                                   |
| Power              | 35W                                                              |
| Colour temperature | 4000K                                                            |
| IP rating          | IP66                                                             |
| Voltage            | 230 V                                                            |
| Cable Entry        | 20 mm                                                            |
| Diffuser           | Glass                                                            |
| Gasket             | Silicon closed cell, gasket for durability and heat resistance   |
| Hinge Frame        | Six (6) Spring loaded stainless steel heavy duty retaining clips |
| Body               | High pressure die cast aluminium                                 |
| Mounting           | Four (4) cast aluminium mounting lugs                            |
| Certified/Approved | SANS/ IEC 60079-31 (Zone 21/22)                                  |

- 2.1.2 The Contractor shall supply, install and commission one hundred and thirty-two (132) lights.
- 2.1.3 The emergency lights shall be spaced out at twenty-four (24) meters apart.
- 2.1.4 The light shall be installed at a height of at least two and a half (2,5) meters from walkway floor level.
- 2.1.5 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's* Works Information) ONLY.

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

- 2.2.1 The *Contractor* is to design the following parts of the *works*:
- Circuit breakers.
  - Electrical panels or enclosures.
  - Accessories and fixtures used to mount the emergency lights.
  - The repairs of the existing light fixtures and mounting structures on the 9s conveyor galleries.

e) Control and monitoring system that activates the lights automatically in the event of emergency.

2.2.2 The *Contractor* is responsible in his design 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 emergency lights shall be installed alongside the general lighting already existing in the various areas of the plant.

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 or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1 The Contractor submits his design details of his proposed Equipment in terms of NEC3 ECC Clause 23 to the TPT Project Manager for his acceptance.

2.3.2 The Contractors design may be subjected to a 3rd party review at TPT's request

## 2.4 Use of *Contractor's* design

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

## 2.5 As-built drawings, operating manuals and maintenance schedules

2.5.1 The Contractor provides the following for installed equipment:

- a) As-built drawings (electronic [dwg and pdf format] and 4 x hard copies)
- b) Operating manuals [electronic and 3 x hard copies)
- c) Maintenance manuals (electronic and 3 x hard copies)

2.5.2 As-Built/Final Documentation

The Contractor submits final documentation to the TPT Project Manager within 1-month of completing all works specific to an individual asset. This final documentation is submitted as "Certified", "As-built", or "Finally Accepted" by the TPT Project Manager or "Without Comment" documentation or documentation for which no further review is required. The final documentation is to eventually form part of the final Contractor Manual(s) or Data Books.

2.5.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Contractor confirms that they will adhere to the requirements of the 'Data Books and Manuals'.

# 3 Construction

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

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

The Employer's requirements, which the Contractor is to comply with, are stipulated in the TIMS SHEQ Guidelines. The Contractor complies with the following requirements of the Employer:

- Access control procedures (Supplied after award)

- Medical and Induction procedures
- Legal appointments and training requirements

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

The Contractor to use the roads in accordance with the Port Rules and National Road Traffic Regulations.

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

Contractor to obtain approval (if required), to work the extended working hours from the Department of Labour before commencement of site establishment. Labour plan should indicate that all workmen will get enough time-off as required by Law

3.1.4 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.

Contractor to submit, to the TPT Project Manager, detailed weekly records indicating hours worked for all workmen/staff on site

3.1.5 Cooperating with and obtaining acceptance of others

Successful completion of the contract depends on the effective interaction and co-operation of all Parties on Site. It is necessary to discuss the Contractor's proposed activities and short-term programme on a day-to-day basis with the TPT Project Manager, to ensure effective co-operation and a smooth interface between the activities of the Contractor and Others working and operating in this area. This is in accordance with NEC3 ECC Clause 25

3.1.6 Publicity and progress photographs

Contractors must be in the possession of a valid photo permit, obtained from TPT, in order to take any project specific photographs i.e. progress photos. No photos, other than those specific to the project, are allowed to be taken.

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

3.1.8 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 Contractor's Site Establishment

An area for the Contractor's Site Establishment will be made available, free of charge, to the Contractor for the duration of the contract.

The TPT Project Manager, or his duly appointed representative, must accept the Site establishment layout prior to erection.

3.1.10 Site services and facilities:

The position of existing connection points for electricity and water are to be indicated by the TPT Project Manager to the Contractor. The Contractor is to make his own arrangements for the connection of such services to his Working Areas, for his use during construction. An electrical connection point of 220V and 380V will be provided by the Employer in the site yard. Contractor to complete installation of electrical connections and provide COC. The Contractor is to provide his own power in the event of a power failure, or disruptions caused by other tie-in activities effecting the greater BOT normal power supply, and is to have a generator on standby, thus not causing any delays in the execution of the works. The Employer will provide a water point in the

site yard. It is the Contractor's responsibility to distribute the water from this point onwards. There is no water-borne sewerage facility available. Contractor to provide drinking water for all employees, inclusive sub-Contractors, under his control. The cost of meters, connections, and all other usage costs associated with the provision of services are to the Contractor's account. The Employer does not provide any security for the works for the duration of the contract and will not be responsible for any damage and/or losses incurred by the Contractor in this regard.

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

- 3.1.12 Facilities provided by the *Contractor*:

a) Toilets

There is no water-borne sewerage facility available. The Contractor provides, maintains, moves to new positions as required and finally removes portable chemical toilets of sufficient number at his cost. Toilets are to be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. The Contractor makes his own arrangements with the Local Authority for the disposal of night soil at his cost.

b) Housing & Accommodation

Housing on Site, at the Contractor camp or in the Port area is not permitted. The Contractor is to provide suitable accommodation, off-site, for his workforce.

c) Offices

The Contractor is to provide his own suitable temporary office facilities, to be placed within the confines of the identified site camp, for the use of his Project Team. Suitable eating/changing facilities to be provided for the Contractors workforce.

d) Clearing of Site after Completion

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

e) Contractor's responsibility

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

- 3.1.13 Existing premises, inspection of adjoining properties and checking work of Others

The Contractor inspects the existing adjoining works / premises / properties / with which the works interfaces in conjunction with the TPT Project Manager prior to starting his own work where it is considered that the Contractor may be held liable for damage caused to the existing plant or equipment. A detailed photographic report will be required.

- 3.1.14 Control of noise, dust, water and waste

The control of noise, dust, water and waste from the activities by the Contractor as part of this Contract, shall be the responsibility of the Contractor

3.1.15 The *Contractor* complies with the following:

The Contractor complies with the local bylaws and other statutory regulations with regards to the control of noise, dust, water and waste control.

3.1.16 The *Contractor* complies with the following:

The Contractor complies with the following constraints in the execution of the works: Full Port operations shall be maintained to the areas not affected by the Contractors works. At all other times, the Contractor shall ensure that he does not interfere or restrict any of the port operations at any time.

3.1.17 Hook ups to existing *works*

## 3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date:

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

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

The Contractor is permitted to carry out Performance testing of the works immediately after Completion

3.2.3 Use of the *works* before Completion has been certified shall not be required.

3.2.4 Commissioning

The Contractor shall be responsible for the commissioning of the scope of works, so that it can be handed over to BOT Engineering/Operations for them to reintegrate it in the existing BOT operational system

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

a) Stage 1 – Pre-commissioning / Completion of Erection and Installation

The Stage 1 activities are all those activities that take place prior to Cold Commissioning including Mechanical/E, C&I and Physical completion ready to be subjected to functional testing, Punch listing (defect list) and completion of all Category A and B punch items. Mechanical/E, C&I and physical completion includes any other test necessary before being integrated into functional modules. Check wiring connections, establish electrical power supplies at end users, and ensure that mechanical connections are tight and safe etc.

b) Stage 2 – Cold Commissioning

Cold Commissioning activities are those required to bring any plant system, stream, module, unit from the status of mechanical completion to the point where Hot Commissioning may commence under the supervisory control of the relevant Contractor and the issue of Cold Commissioning Certificate. This will entail running the system, Module or Unit under no load conditions and where applicable, on automatic control with stimulations as required.

The activities cover a very wide range and include checks on electrical, motors, control and safety systems as well as running the plant under simulated conditions without load.

Perform all activities to ensure handover and issuing of Cold Commissioning certificate.

- c) Stage 3 – Hot Commissioning (System Integration and Load Tests)  
This stage of Commissioning consists of placing the Works into operation by BOT, Projects team, Contractors and Equipment Suppliers, using the operating and maintenance personnel of BOT. Hot Commissioning includes performance testing of the Works in terms of the Contract.

3.2.6 The Contractor shall assist with the start-up procedures required to put the works into operation. The Contractor performs the following duties and actions on behalf of the Employer to put the works into operation:

3.2.7 Take over procedures

The Employer shall take over the Plant as soon as the Works have successfully passed any required Performance/Acceptance Test with only Category 'C' Punch List Items remaining with a commitment to complete the Category 'C' Punch List Items by an agreed date during the Defects Correction/Warranty Period and following the application by Contractor for a Completion Certificate, a Completion Certificate will be issued.

3.2.8 The Contractor ensures that the TPT Project Manager has a full and accurate dossier of As-built documents that represent the combined Structural, Mechanical, Electrical and Controls & Instrumentation status of the completed works (to include Plant within the works) to present to the Employer, as appropriate at the earlier of take-over or Completion. The Contractor ensures that the documentation as described under paragraph 3.8 of the Works Information is presented to the Project Manager before Completion.

3.2.9 The Contractor ensures that the Project Manager has a full and accurate dossier of Maintenance and Operating Manuals as appropriate at the earlier of take-over or Completion.

3.2.10 Where the Contractor has presented Maintenance and Operating Manuals as appropriate to the Project Manager at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.

3.2.11 Access given by the Employer for correction of Defects shall be arranged by the TPT Project Manager, and if such correction requires the Plant and Materials be shut down, the timing and period of shutdown shall be scheduled to suit the Port Operations. For the period of shutdown to correct defects, the Contractor shall take over the Plant and Materials, and accept all risks that were assumed as part of the original Contract for the period until handing over the Plant and material to the Employer after correcting defects.

3.2.12 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion: security access requirements, restrictions to areas which do not form part of the site: safety precautions that need to be taken as part of the Site Management Plan, and safety inductions of staff.

3.2.13 Performance tests after Completion:

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

- a) Operational tests during Cold Commissioning, without material.
- b) Endurance/Proofing test of 40 hours, under full designed load as a complete operating system.
- c) Hot Commissioning Certificate will be signed off and the project to be taken over by the BOT on completion of endurance tests

3.2.14 Training and technology transfer

3.2.15 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:

The Contractor facilitates training workshops with the Employer's nominated staff after Completion of the works.

## 4 Scope of Works

### 4.1 Site Location and General Layout

See Part 4: Site Information

### 4.2 Electrical & mechanical engineering works

The scope of work of the project can be summarised as follows and the works that the Contractor is to perform involves:

- 4.2.1 Site establishment.
- 4.2.2 Timeous finalization of all training, medicals, permits, and other documentation required, in order to commence with the execution of the works.
- 4.2.3 Provision of transportation, loading and offloading of any equipment required for the execution of the works.
- 4.2.4 Design of lights layout.
- 4.2.5 Component selection:
  - a) Circuit breakers
  - b) Electrical panels/enclosures
  - c) Electrical cables
  - d) Control and switching
  - e) Light fixtures and brackets
- 4.2.6 Wiring for the emergency lighting and installation of luminaires, panels, breakers, and switches.
- 4.2.7 Integration with existing electrical / lighting systems in the various areas.
- 4.2.8 Installation of a control panel or other monitoring system that activates the lights automatically in the event of power emergency or outage.
- 4.2.9 Repair of bulkhead lights mounting structures.
- 4.2.10 Execution of all SOW activities planned for the project.
- 4.2.11 Management and resources.
- 4.2.12 Site supervision, SHEQ management, PPE, security requirements, site equipment, vehicles, general tools, lighting and others.
- 4.2.13 Commissioning.
- 4.2.14 After commissioning, all works is handed over to PEBOT in "Safe for Operation" mode. Provide commissioning plan to TPT Project Manager beforehand to avoid disturbances to daily operations.
- 4.2.15 Project close out.

- 4.2.16 Project close out to be formally documented to cover all aspects of safety, training, drawings, user manuals and updated maintenance procedures. All close out documentation to be handed over to the TPT Project Manager in hard copy format, as well as in electronic format.
- 4.2.17 Site de-establishment Removal from site of all, equipment belonging to the Contractor. Clear the site and hand back to the Employer.
- 4.2.18 The final delivery shall consist of a data pack consisting of electrical and mechanical details, a detailed specification for selected components and designed control system, operation and maintenance manual.
- 4.2.19 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as "Plant" for ECC defined term compliance.
- 4.2.20 The specifications listed in shall be used:

| Description                                                     | Specification                                                                   |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------|
| TPD: 001-EL&P SPEC                                              | Electrical Installations to Buildings Other Than Dwellings Houses               |
| TPD: 003-CABLESPEC                                              | The Supply and Installation of Medium Voltage and Low Voltage Electrical Cables |
| Safety of luminaires Part 22: Luminaires for emergency lighting | SANS 1464-22                                                                    |
| The wiring of premises Part 1: Low-voltage installations        | SANS 10142-1                                                                    |
| Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)   | Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)                   |
| Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)   | Electrical Installation Regulations                                             |
| Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)   | Environmental Regulations for Workplaces                                        |

#### 4.3 Method Statements

A Method Statement is to be prepared for the works to be executed on site, as identified by the Contractor. The method statement shall include detailed Risk Assessment, with planned mitigations to ensure safe execution, using the correct Equipment, Tools and Competent and well-trained Workforce.

## 5 List Of Drawings

### 5.1 Drawings issued by the Employer

On completion of the works the general layout drawings and wiring drawings for the installation must be submitted, by Contractor, to the Employer.

## SECTION 2

### 6 Management and start up

#### 6.1 Management meetings

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

| Meetings                                                                           | Frequency                                                                 | Attendance by:     |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------|
| Project kick-off                                                                   | Once off. Beginning of contract, after award.                             | TPT and Contractor |
| Daily coordination, feedback and planning meeting during site works (Installation) | Daily                                                                     | TPT and Contractor |
| Project closeout                                                                   | Once off. After completion of works, contractor handing over works to TPT | TPT and Contractor |

All meetings will take place at the Port of Port Elizabeth except for cases where arrangements have been made to conduct the meetings via virtual means (e.g. MS Teams).

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

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

#### 6.2 Documentation Control

Electronic files submitted for the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions

Electronic files that are delivered as attachments to e-mail messages shall not exceed 5MB total file size due to limitations in the Employer's electronic mail system. Electronic files that exceed this limit must be submitted to the Employer on a memory stick delivered under cover of a transmittal

All documentation and data created for the Project shall be numbered and named according to the requirements of the Employer

All documentation that is submitted to the Employer for review shall be provided to the Project in "wet signature" hard copy format along with the associated corresponding electronic 'native files' and PDF renditions. All final documentation shall be provided in the same format

#### 6.3 Safety management

6.3.1 The Contractor and his subcontractors to comply with the TIMS SHEQ Specification.

6.3.2 The Contractor to compile a Health and Safety Plan to cover all SHEQ legislative- and other legal requirements. Health and Safety Plan to be approved by Employer and Employer's appointed Health and Safety Agent

- 6.3.3 The Contractor to prepare a detail HAZOP study and Site/Task Specific Risk Assessment (HIRA), prior to carrying out any operation on the Site and/or Working Area to the approval of TPT Project Manager
- 6.3.4 The Contractor's Health & Safety Plan, method statements, HAZOP & HIRA studies and other documentation required, to be approved by Employer.
- 6.3.5 The Contractor to obtain timely approval, from the Department of Labour to work extended working hours (if required).
- 6.3.6 The Contractor to provide proof of "Medical Fitness" and "Training Certification" for all employees. The Contractor's and Sub Contractor's personnel working on Site are required to undergo medical and drug tests.
- 6.3.7 Prior to site establishment all the Contractor's- as well as all Sub Contractor's employees will undergo a Health and Safety induction course and other required safety training
- 6.3.8 The Contractor shall provide a full time Safety Officer on Site and in Working Areas who will cover all activities including overtime and weekend work.
- 6.3.9 The Contractor shall transport personnel in a safe manner from the access boom to the Site. Walking between the main entrance gate and the Site is prohibited. No transport of employees on the back of an open LDV or vehicle is allowed.
- 6.3.10 No alcohol is permitted on Site and Transnet property. The Employer has zero tolerance on Site. Employees found under the influence will be removed from Site and will not be allowed on Site again.
- 6.3.11 All Equipment, cranes and Plant is to be inspected by the Employer before commencement of work.
- 6.3.12 Constant supervision is required on Site during execution of works. The presence of appointed supervision is therefore required on Site at all times.

## **6.4 Environmental constraints and management**

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

## **6.5 Quality assurance requirements**

- 6.5.1 In undertaking the works (including all incidental services required), the Contractor is to follow the requirements of the items listed below
- 6.5.2 The Contractor must submit his Quality Management System (Policy) and other documents as part of the tender documentation.
- 6.5.3 The Contractor submits his Quality Management System documents to the TPT Project Manager as to include details of:
  - Quality Plan for the contract;
  - Quality Policy
  - Index of Procedures to be used; and
  - A Quality Control Plan (QCP) (for each task)

- 6.5.4 Due consideration must be given to the deliverables required to execute and complete the contract as per ISO 9001 Quality Management Standard or an appropriate quality management system.
- 6.5.5 The Contractor is to provide QCP's and Method Statements for all scope items to the TPT Project Manager for review and approval, at least one week prior to the execution of the works.
- 6.5.6 The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.7 The Contractor shall provide a suitably qualified full-time dedicated resident Quality Manager for all aspects of the works including Site activities, with a staff adequate to perform the requirements of his Quality Plan and Quality Management System.

## 6.6 Programming constraints

- 6.6.1 The Contractor shows on each programme he submits to the TPT Project Manager, the requirements of the project requirements including, H&S, environmental, quality, construction etc
- 6.6.2 The Contractor shows on each programme he submits to the TPT Project Manager, the requirements, as well as the order and timing of all operations and project activities
- 6.6.3 The Contractor presents his first programme and all subsequently revised programmes (see NEC3 ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format. (Both in PDF and MS Projects format).
- 6.6.4 The Contractor uses MS Project for his programme submissions.
- 6.6.5 The Contractor shows on his Accepted Programme and all subsequently revised schedules, the critical path or paths and all necessary logic demonstrating sequence of operations.
- 6.6.6 The Contractor's programme shows duration of operations in working days and shall be realistic and based on quantities and applied resources. The calendars used are based on a 24 hours, 7 days operation or as prescribed by the TPT Project Manager
- 6.6.7 The Contractor's schedule/programme shall be structured in such a manner to be able to show the following levels:
  - a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule
  - c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The activities will be assigned a code and there will be heading describing the works to be performed. The TPT Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
  - d) Level 4 Project Schedule – detailed discipline speciality level developed and maintained on daily basis by the Contractor relating to all operations identified on the programme representing the daily/hourly activities by each discipline. This schedule to cover 3-day look-ahead activities and to be submitted to TPT Project Manager on daily basis.

6.6.8 The Contractor shows on each revised programme he submits to the TPT Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor.

6.6.9 The Contractor submits schedule/programme report information to the TPT Project Manager at weekly intervals, or as per request from the TPT Project Manager

6.6.10 The Employer (including the agents of the Employer) operates on Site 24hours per day, 7 days per week.

6.6.11 Employers schedule

The execution of this project will be alongside operations with minimal disruption at commissioning stage.

It is anticipated that this project will be executed from contract award to close out within 2 months.

6.6.12 The Contractors schedule (returnable)

The Contractor is to prepare and submit together with this tender, a Level 2 schedule

Schedule to include for commission periods.

A detailed Level 4 schedule to be submitted at execution, which show all necessary links/critical path, to be updated daily during shut execution period

## **6.7 Contractor's management, supervision and key people**

6.7.1 The Contractor is to submit a detailed resource plan to cover the following:

- a) Organogram showing the entire planned site team, including the Sub Contractors, with line of reporting, covering all disciplines
- b) Commissioning Plan including organogram, names with qualification and legal appointments; proposed commissioning schedule indicating preparation for commissioning and close out.
- c) List and detail on all planned Sub/Specialist Contractors. Also indicate planned/intended SOW of these sub-contractors, size of workforce, with timeframe of involvement
- d) Human Resource Management plan. Contractor to provide a comprehensive Human Resource Management plan to cover all industrial relations (IR) and human resource (HR) activities.
- e) Contractor to indicate and confirm that the management team, supervisory, and execution team allocated for this project will be dedicated to this project only and will not be involved with any other work during the same time as this project. Any dual responsibilities by any of the team members, with any involvement on any other work during the shut execution, must be clearly indicated.
- f) List of all equipment, craneage, vehicles, tools, site infrastructure and others.

6.7.2 Minimum requirements of people employed on the Site

- a) All statutory requirements relating to employees mobilised on site
- b) Health and Safety compliance as specified elsewhere

6.7.3 The Contractor is responsible for managing industrial relations in accordance with his Human Resource Management Plan

## 6.8 Training workshops and technology transfer

- 6.8.1 The *Contractor* facilitates the following requirements for training workshops: Contractor employee safety training programmes.
- 6.8.2 The *Contractor* arranges for the following technology transfer to the *Employer*: Emergency control and monitoring system.

## 7 Procurement

### 7.1 The *Contractor's* Invoices

- 7.1.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.1.3 The invoice states the following:
  - a) Invoice addressed to Transnet SOC Ltd;
  - b) Transnet SOC Limited's VAT No: 4720103177;
  - c) Invoice number;
  - d) The *Contractor's* VAT Number; and
  - e) The Purchase Order Number
  - f) The Tender number iCLM/.../TPT, Supply, installation, and commissioning of emergency lights
- 7.1.4 The Contractor submits pro-forma copies of the invoices to the TPT Project Manager for review and acceptance.
- 7.1.5 Invoices submitted by post or hand are addressed to:

Finance Department  
Transnet Port Terminals  
Campanile Entrance  
Port of Port Elizabeth  
Email: Khuthala.Yengeni@transnet.net  
For the attention of The Contract Administrator.
- 7.1.6 Payment;

The Contractor ensures that the Employer has their correct banking information to make the transfer. All payments are provisional and subject to audit.

The Contractor preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

The Employer deducts any amount owed by the Contractor to the Employer from any amount payable by the Employer to the Contractor.

The Contractor submits original invoices complying with the Value Added Tax Act and containing specified details and information

### 7.2 Plant and Materials

- 7.2.1 Minimum The Contractor provides Plant and Materials for inclusion in the works in accordance with the relevant SABS / SANS / BSI / International codes, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the TPT Project Manager.
- 7.2.2 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions
- 7.2.3 The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the TPT Project Manager and the Supervisor on each occasion where replacement is required
- 7.2.4 Contractor's procurement of Plant and Materials. The delivery of the Plant and Materials shall be made to the nominated delivery address, and the TPT Project Manager shall be notified that the Plant and materials have been delivered, and are available to be inspected by the Supervisor. All equipment procured as part of this Contract shall be guaranteed against latent defects and faulty workmanship for a period of at least 12 months from date of commissioning, or 18 months from date of delivery, whichever expires first. All information relating to plant and materials procured shall be obtained from the vendor, and collated, where relevant, in the Operating and maintenance Manuals
- 7.2.5 First fills are included in the scope of this Contract on all new components, and the Contractor shall provide all lubricant, hydraulic fluids, and other fills required for the efficient operation of each equipment item as part of this Contract
- 7.2.6 At the request of the TPT Project Manager and before commencing with the commissioning on the plant and Materials, the Contractor provides a list of all critical / strategic spares to be kept by the Employer for the Plant and Materials, and the Employer shall select the specific items for purchasing as part of this Contract at the discretion of the TPT Project Manager, at the prices quoted (i.e. prices indicated in this contract document) by the Contractor

### **7.3 Tests and inspections before delivery**

- 7.3.1 The Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include all new components, assemblies and sub-assemblies included in this Contract.
- 7.3.2 The Contractor shall identify to the Supervisor all equipment items, sub-assemblies, and fully assembled sections of equipment to be tested, before it is released for shipment to site and installation. The shop testing shall be witnessed by the Supervisor or his nominee prior to releasing it for shipment, and a release certificate shall be issued by the Supervisor, once the equipment has been tested successfully
- 7.3.3 The Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others

### **7.4 Plant and Materials outside the Working Areas**

- 7.4.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas, that has been paid for by the Employer, either with a metal plate, fixed to each loose equipment item, assembly, or sub-assembly, with the following words written in permanent ink on the tag, or by permanent marker written on the material as follows;
  - a) Item: (description of item)

- b) Property of Transnet Ltd
- c) Project description and No.
- d) The Contractor is to take digital photographs for issuing to the Supervisor as proof of marking

## 7.5 Disruption

- 7.5.1 The Contractor takes cognisance that there will be disruptions to working schedules during the Contract period. The Contractor shall immediately inform the TPT Project Manager if disruptions occur and follow up in writing within 5 days of its occurrence.
- 7.5.2 The Contractor is to supply the Employer with their business continuity plan.

## 7.6 Contractor to familiarize

- 7.6.1 Notwithstanding anything to the contrary contained herein, the Contractor shall ensure prior to the execution of the works that it and its sub-Contractors are fully familiarised with the Employers security, health, industrial relations, environmental, safety, specifications, drawings, document control and invoicing requirements, including the contents of this Contract. Should clarification be required on any of the aforementioned requirements, the Contractor shall communicate this with the TPT Project Manager.

## 8 List of Annexures

### 8.1 Annexures issued by the Employer

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

| Annexure | Document Name                        |
|----------|--------------------------------------|
| A        | Transnet Standard Specification      |
| A1       | EEAM-Q-009 Quality Control Plan      |
| A2       | EEAM-Q-018 Lighting on the equipment |
| A3       | TPD: 001-EL&P SPEC                   |
| A4       | TPD: 003-CABLESPEC                   |
| B        | TIMS Specification                   |



## PART 4: SITE INFORMATION

### 1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

#### 1.1 General Description

The Port Elizabeth Multi-Purpose Terminal's (PEMPT) core business is to export dry bulk manganese ore. This is achieved by utilizing various terminal infrastructure such as rail wagon Tippers, Conveyor belts, Storage facilities, Reclaimers, Ship loaders, and a network of mobile equipment such as Excavators and Bulldozers. The project site is at Port Elizabeth Bulk Terminal seen Figure 1.



Figure 1: Aerial of PEBOT

#### 1.2 Existing Buildings, Structures, Plant and Machinery on Site

The following building and facilities presently exist on the Site:

- Buildings
- Domestic water pipeline
- Substations
- Storm water system
- Sewer system
- bin stacks
- 2 tipplers
- 2 stackers
- 12 stacking conveyors
- 16 shipping conveyors
- reclaimers

- 2 ship-loaders
- Galleries/ tunnels including transfer houses: T1-T10
- High mast poles
- Mobile heavy equipment

The works is situated at the Port of Port Elizabeth Transnet Port Terminals (TPT) Bulk Plant. The plant can be seen circled in red and orange in Figure 2. The Port of Port Elizabeth is in Gqeberha (Port Elizabeth), Eastern Cape province, South Africa. The Port can be accessed via Baakens Street using the Baakens Street entrance. The gate, with controlled access, to the plant is 1.3 kms from the Port Entrance.

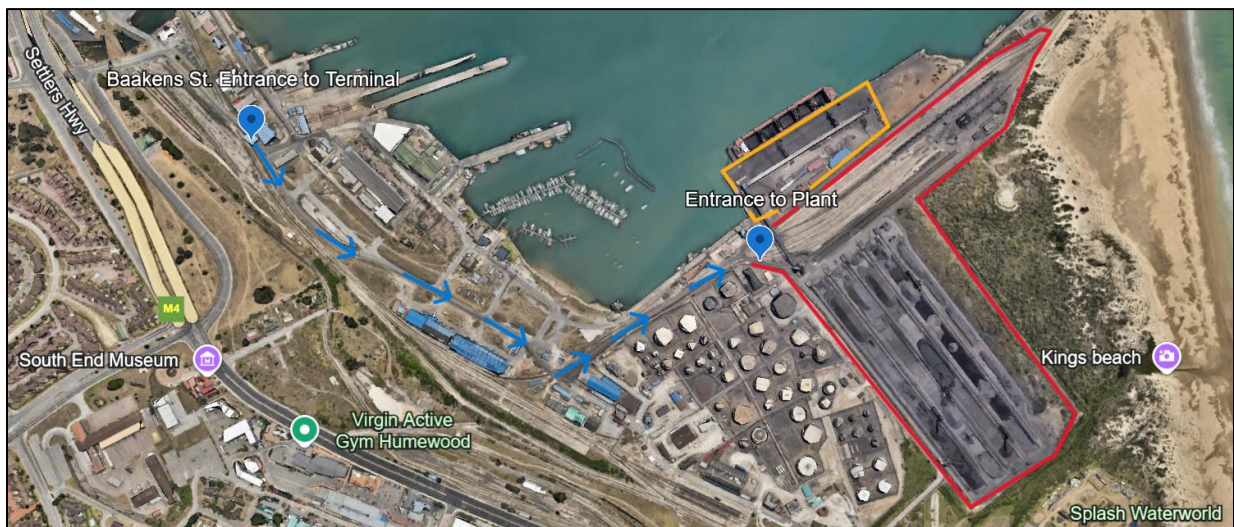


Figure 2: Directions to Site via Baakens Street entrance

Once the Contractor has access to the plant then they will be able to access all the conveyor tunnels and galleries where the installation and commissioning is to take place. See Figure 3 for the overview of the layout of the plant

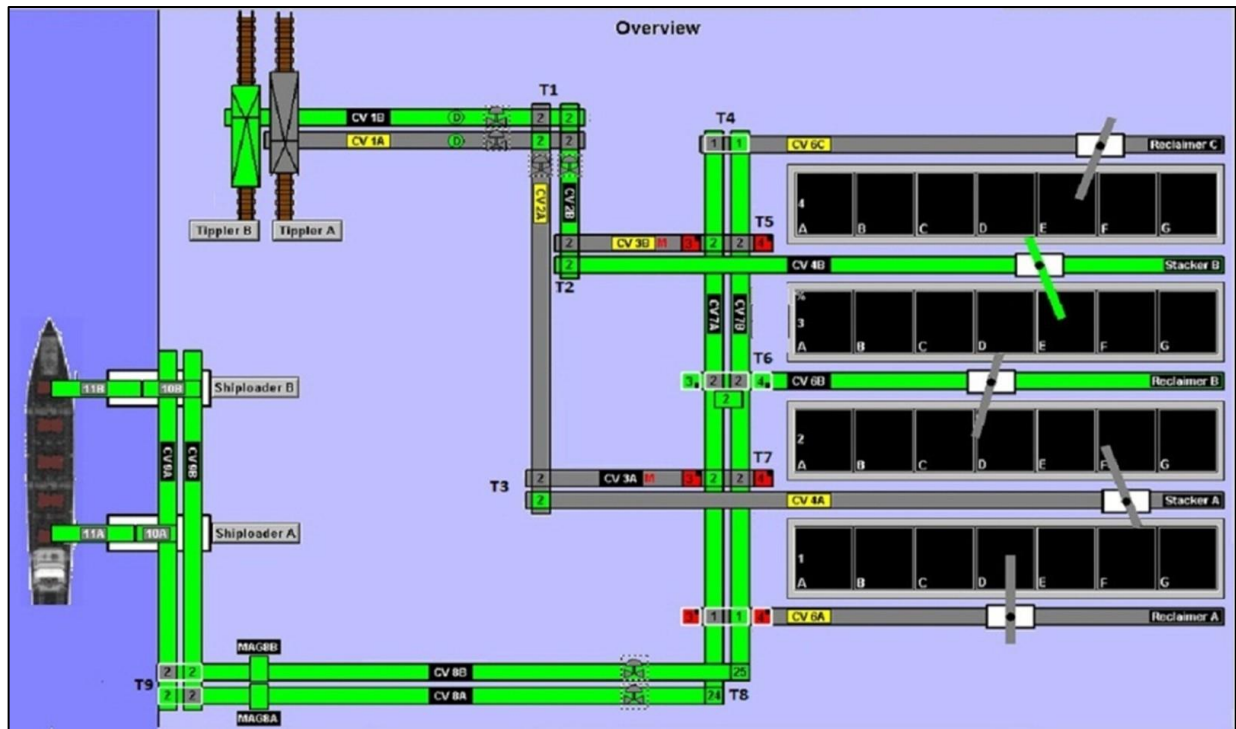


Figure 3: Plant Layout Overview

The 1s, 3s, and 7s conveyor tunnels are below ground and are accessed using stairs. The 2s conveyor has a section below ground and a section at ground level. The 8s conveyors have a section below ground and a section above ground. The 9s conveyor galleries are above ground and are also accessed using stairs.

See Figure 4 and Figure 5 as examples of a typical conveyor gallery and a typical conveyor tunnel, respectively.

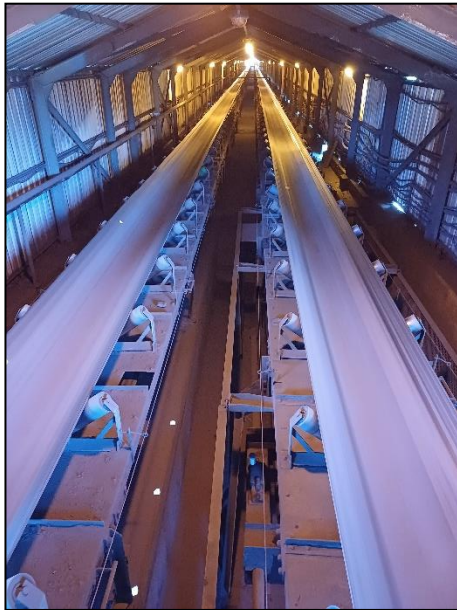


Figure 4: 2s conveyors



Figure 5: 7s tunnel

## 1.2 Works Area

- 1.2.1 Tippler feeder tunnel, with four (4) lights.
- 1.2.2 Tippler engine room, with two (2) lights.
- 1.2.3 1s conveyor tunnel, with four (4) lights.
- 1.2.4 2s conveyor tunnel, with thirty-nine (39) lights.
- 1.2.5 3s conveyor tunnel, with six (6) lights.
- 1.2.6 7s conveyor tunnel, with eighteen (18) lights.
- 1.2.7 8s conveyor tunnel, with twenty-one (21) lights.
- 1.2.8 9s conveyor gallery, with eighteen (18) lights.
- 1.2.9 T1, T2, T3, T4, T5, T6, T7, T8, T9, and T10 transfer house, with twenty (20) lights total.

## 1.3 Hidden Services

The following (hidden) existing services are expected to be present on Site:

- Storm water
- Sewers
- Fibre-optic telecommunications line(s).
- Electrical supply (LV and MV) for equipment and facilities.

While every effort has been made to provide a fairly comprehensive list, it cannot be assumed that the existing services are limited to this list. Confirmation of existing services shall be done in accordance with the relevant section of Part C.3 – Works Information.