Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

TENDER

PROVISION OF PRESERVATION, CONDITION MONITORING, INSPECTION AND MAINTENANCE SERVICES FOR GE TM2500 GEN4 GAS TURBINE GENERATOR PACKAGES IN LONG-TERM STORAGE FOR A PERIOD OF ONE (1) YEAR

RFP NUMBER	**: TNPA/2026/08/0002/114747/RFP**
ISSUE DATE	**: 06 October 2026**
COMPULSORY BRIEFING	**: 13 October 2026**
CLOSING DATE	**: 28 October 2026**
CLOSING TIME	**: 16h00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

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Number **Heading**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**PROVISION OF PRESERVATION, CONDITION MONITORING, INSPECTION AND MAINTENANCE SERVICES FOR GE TM2500 GEN4 GAS TURBINE GENERATOR PACKAGES IN LONG-TERM STORAGE FOR A PERIOD OF ONE (1) YEAR**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING AND SITE VISIT	A Compulsory Tender Clarification Meeting will be conducted on MS TEAMS **on the 13 October 2026,** at **10:00 am [10 O'clock]** for a period of ± two (2) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. https://teams.microsoft.com/meet/386274272510113?p=1HBCPckPffILzNSgfn **A Site visit/walk will take place on 12 October 2026 in Port of Richards Bay and 14 October 2026 in Port of Saldanha.** **Tenderers are to note**: • Tenderers are required to wear safety shoes, goggles, long-sleeve shirts, high-visibility vests, and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops, and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licenses are on them for inspection at the access control gates.

	Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**16:00 on (2026/10/28)** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

2. TENDER SUBMISSION

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

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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.

- **Tenderers shall only use alphabetical and/ or numerical characters in the filenames of the documents which they upload. Use of any other characters may result in the document being corrupted, for which Transnet takes no responsibility**

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 T2.2-17], [**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.Reportit@outlook.com

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was published in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CPG) established in the CIDB Standard for Developing skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).

The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works contracts, published in Gazette Notice No. 36190 of 25 February 2013 is applicable for this project.

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

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

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

	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Pricing Schedule
	Part C3: Scope of work	C3.1 Works Information

C.1.4	The Employer's agent is:	Bhatisani Widzani
	Name:	
	Address:	Bayvue Centre, Marine Drive, Saldanha 7395
	Tel No.	
	E – mail	tnpatenderenquiries3@transnet.net

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

1. Stage One

1.1 Eligibility with regards to attendance at the compulsory clarification meeting:

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

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 **60** points.

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

	Tenderers must complete and sign the attendance register. Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2026/07/0004/114622/RFP ▪ The Tender Description: CONSTRUCTION OF PROVISION OF PRESERVATION, CONDITION MONITORING, INSPECTION AND MAINTENANCE SERVICES FOR GE TM2500 GEN4 GAS TURBINE GENERATOR PACKAGES IN LONG-TERM STORAGE FOR A PERIOD OF ONE (1) YEAR Documents must be marked for the attention of: ***Employer*'s Agent:**
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **16:00** on **28 October 2026** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with this 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**], **CIPC BBBEE Certificate** or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;
4. 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: **60**

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:

Quality Criteria	Sub-Criteria	Sub-Criteria number of points	Maximum Number of Points
T2.2-02 Evaluation Schedule: **Company Experience**	**The Tenderer shall demonstrate previous experience in projects involving:** Gas turbine maintenance. Rotating equipment preservation. Industrial maintenance services. Long-term storage programmes. Lubrication preservation. Condition monitoring. Corrosion prevention and preservation activities.		
	Requirement ***Tenderers shall provide***: Similar Project Schedule. Client Name. Scope of Work. Contract Period. Contact Person. Contact Number. Email Address. Acceptable Supporting Evidence *Either or any of the following*: Appointment Letter. Purchase Order. Contract Award Letter. Completion Certificate. Client Reference Letter.	**25**	**25**

<table>
<tr>
<td></td>
<td>TNPA reserves the right to verify all submitted references.

Scoring Element
<table>
<tr><th>Similar Projects Successfully Completed</th><th>Scoring</th></tr>
<tr><td>5 or more</td><td>25</td></tr>
<tr><td>4 projects</td><td>20</td></tr>
<tr><td>3 projects</td><td>15</td></tr>
<tr><td>2 projects</td><td>10</td></tr>
<tr><td>1 project</td><td>5</td></tr>
<tr><td>No evidence</td><td>0</td></tr>
</table></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T2.2-03

Evaluation Schedule: Method Statement</td>
<td>The Tenderer shall provide a written undertaking confirming the warranty period applicable to preservation, inspection, maintenance and reporting services performed under the Contract.

Requirement
Tenderers shall provide:
Detailed Methodology and Work Execution Plan.
Inspection and Preservation Programme. Reporting Framework.
Elements to be covered:
Preservation philosophy and understanding of long-term storage requirements
Bearing preservation and lubrication management approach
Moisture control and desiccant management approach
Corrosion inspection and prevention strategy
AGB, TGB and auxiliary equipment inspection and preservation methodology
Storage environment monitoring and preservation barrier management
Defect reporting, escalation and corrective action process
Monthly reporting, preservation logs and asset status reporting
Close-out methodology</td>
<td>25</td>
<td>25</td>
</tr>
</table>

Scoring Element:

Elements	**Scoring**
Preservation philosophy and understanding of long-term storage requirements	3
Bearing preservation and lubrication management approach	3
Moisture control and desiccant management approach	3
Corrosion inspection and prevention strategy	3
AGB, TGB and auxiliary equipment preservation methodology	3
Storage environment monitoring and preservation barrier management	3
Defect reporting, escalation and corrective action process	3
Monthly reporting, preservation logs and asset status reporting	2
Close-out methodology	2

T2.2-04

Evaluation Schedule:

Warranty

The Tenderer shall provide a written undertaking confirming the warranty period applicable to preservation, inspection, maintenance and reporting services performed under the Contract.

Requirement

Tenderers shall provide:

A signed Warranty Commitment Letter.

Details of the proposed warranty period.

Defect rectification process.

Response time for warranty claims.

The warranty shall cover defects arising from:

Poor workmanship.

Failure to perform the services in accordance with the approved methodology.

Incorrect installation or application of preservation materials.

<table>
<tr><td></td><td>Failure to rectify identified defects properly.
Inaccurate or incomplete reporting due to negligence.

Scoring Element:
<table>
<tr><th>Warranty Offered</th><th>Scoring</th></tr>
<tr><td>90 calendar days or more</td><td>30</td></tr>
<tr><td>60 to 89 calendar days</td><td>20</td></tr>
<tr><td>30 to 59 calendar days</td><td>10</td></tr>
<tr><td>Less than 30 calendar days</td><td>5</td></tr>
<tr><td>No warranty offered</td><td>0</td></tr>
</table></td><td></td><td></td></tr>
<tr><td>T2.2-05
Evaluation Schedule:
Delivery</td><td>The Tenderer shall provide a commitment regarding the maximum number of calendar days required to complete the monthly preservation service, inspection, condition assessment and reporting activities after mobilisation to site.
Requirement
The Tenderer shall also indicate the period within which the monthly preservation report will be submitted to TNPA following completion of the work.
Scoring Element:
<table>
<tr><th>Delivery Commitment:</th><th>Scoring</th></tr>
<tr><td>Complete service and submit report within 5 calendar days</td><td>20</td></tr>
<tr><td>Complete service and submit report within 7 calendar days</td><td>15</td></tr>
<tr><td>Complete service and submit report within 10 calendar days</td><td>10</td></tr>
<tr><td>Complete service and submit report within 14 calendar days</td><td>5</td></tr>
<tr><td>Greater than 14 calendar days</td><td>0</td></tr>
</table></td><td></td><td></td></tr>
<tr><td colspan="2">Maximum possible score</td><td>100</td><td>100</td></tr>
</table>

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

- T2.2-02 Company Experience
- T2.2-03 Method Statement (Preservation Methodology)
- T2.2-04 Warranty
- T2.2-05 Delivery

Scoring Scale

Score	Description
3	Fully meets requirements and demonstrates significant value adding
2	Meets critical requirements
1	Partially meets requirements
0	Does not meet requirements / high risk

C.3.11. 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 <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or the 90/10 preference points systems as described in the Preferential Procurement Regulations.

80 tender evaluation points for price will be allocated where the financial value of the lowest responsive tender received has a value equal to or below R50 million, inclusive of all applicable taxes,

90 tender evaluation points for price will be allocated where the financial value of the lowest responsive tender received has a value above R50 million, inclusive of all applicable taxes,

Up to 20 or 10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
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 will award the tender to the highest scoring bidder/s unless objective criteria exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

    - Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
    - There is clear, uncontrived, and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
    - The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
    - Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
    - It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
    - The tenderer or its members, directors, and partners:
    - Is under restrictions as contemplated in the Integrity Pact,

- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is clear, uncontrived, and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrates that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule -** Certificate of attendance at ` Compulsory Tender Clarification Meeting

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

T2.2-02 **Evaluation Schedule:** Previous experience

T2.2-03 **Evaluation Schedule:** Method Statement

T2.2-04 **Evaluation Schedule:** Warranties

T2.2-05 **Evaluation Schedule:** Service Delivery Schedule

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit a tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of goods standing COIDA

T2.2-09 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)

T2.2-10 Job Creation

Agreement and Commitment by Tenderer:

T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-12 Non-Disclosure Agreement

T2.2-13 RFP Declaration Form

T2.2-14 RFP – Breach of Law

T2.2-15 Certificate of Acquaintance with Tender Document

T2.2-16 Service Provider Integrity Pact

T2.2-17 Supplier Code of Conduct

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-18 Insurance provided by the Contractor

T2.2-19 Form of Intent to Provide a Performance Guarantee

T2.2-20 Forecast Rate of Invoicing

T2.2-21 Three (3) years of audited financial statements

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Price List

3 Scope of Services

T2.2-01: Eligibility Criteria Schedule

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

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

Date .....

T2.2-02: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Weighting: 25 Points

Requirement

The Tenderer shall demonstrate previous experience in projects involving:

- Gas turbine maintenance;
- Rotating equipment preservation;
- Industrial maintenance services;
- Long-term storage programmes;
- Lubrication preservation;
- Condition monitoring;
- Corrosion prevention and preservation activities.

Preference will be given to experience involving:

- Industrial gas turbines;
- Power generation equipment;
- Rotating machinery;
- Long-term preservation programmes;
- OEM preservation requirements;
- Trailer-mounted or transportable equipment.

Information to be Submitted

Tenderers shall submit a Similar Projects Schedule containing:

- Client Name;
- Project Name;
- Scope of Work;
- Contract Value;
- Contract Period;
- Equipment Type;
- Contact Person;
- Contact Number; and Email Address.

Acceptable Supporting Evidence

Tenderers shall submit one or more of the following that cover all the requirements mentioned to prove similar projects for each referenced project:

- Appointment Letter;
- Purchase Order;
- Contract Award Letter;
- Completion Certificate;
- Client Reference Letter; or
- Signed Contract Extract.

Scoring Element

Similar Projects Successfully Completed	Scoring
5 or more	25
4 projects	20
3 projects	15
2 projects	10
1 project	5
No evidence	0

Index of documentation attached to this schedule

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T2.2-03: EVALUATION SCHEDULE: PRESERVATION METHODOLOGY

Weighting: 25 Points

Requirement

The Tenderer shall submit a detailed methodology demonstrating its understanding of the Scope of Work and proposed approach to delivering the required Services.

Information to be Submitted

Tenderers shall submit:

- Detailed Methodology;
- Work Execution Plan;
- Preservation Programme;
- Monthly Service Plan;
- Reporting Framework;
- Risk Management Methodology;
- Defect Management Process; and
- Close-Out Methodology.

Tenderers Shall Specifically Address

For scoring purposes, a requirement will only be regarded as adequately addressed where the tenderer provides sufficient information to demonstrate its proposed methodology or approach. Merely repeating, acknowledging or paraphrasing the requirement without explaining how it will be implemented will not be regarded as adequately addressing the requirement.

1. PRESERVATION PHILOSOPHY AND UNDERSTANDING OF LONG-TERM STORAGE REQUIREMENTS

Maximum Score: 3

Tenderers shall specifically address:

1. Preservation objectives.
2. Compliance with OEM requirements.
3. Preservation performance standards.
4. Long-term storage principles.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

2. Bearing Preservation and Lubrication Management Approach

Maximum Score: 3

Tenderers shall specifically address:

1. Bearing protection methodology.
2. Oil circulation methodology.
3. Lubrication management.
4. Verification of lubrication effectiveness.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

3. MOISTURE CONTROL AND DESICCANT MANAGEMENT APPROACH

Maximum Score: 3

Tenderers shall specifically address:

1. Humidity monitoring.
2. Desiccant management.
3. Water ingress prevention.
4. Condensation management.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

4. CORROSION INSPECTION AND PREVENTION STRATEGY

Maximum Score: 3

Tenderers shall specifically address:

1. Corrosion inspection methodology.
2. Corrosion prevention systems.
3. Corrosion treatment methods.
4. Monitoring strategy.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

5. AGB, TGB AND AUXILIARY EQUIPMENT PRESERVATION METHODOLOGY

Maximum Score: 3

Tenderers shall specifically address:

1. Preservation methodology for AGB equipment.
2. Preservation methodology for TGB equipment.
3. Preservation methodology for auxiliary equipment.
4. OEM preservation requirements relevant to the equipment.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

6. STORAGE ENVIRONMENT MONITORING AND PRESERVATION BARRIER MANAGEMENT

Maximum Score: 3

Tenderers shall specifically address:

1. Storage environment monitoring.
2. Condition and integrity of preservation barriers.
3. Inspection frequency and monitoring requirements.
4. Action to be taken when acceptable storage conditions are not maintained.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

7. Defect Reporting, Escalation and Corrective Action Process

Maximum Score: 3

Tenderers shall specifically address:

1. Defect classification.
2. Escalation timeframes.
3. Corrective action process.
4. Defect register management.

Score	Scoring Criteria
3	The tenderer adequately addresses all four requirements and demonstrates a clear understanding of long-term preservation requirements.
2	The tenderer adequately addresses three of the four requirements.
1	The tenderer adequately addresses one or two of the four requirements.
0	The tenderer does not adequately address any of the requirements, or no relevant information is provided.

8. Monthly Reporting, Preservation Logs and Asset Status Reporting

Maximum Score: 2

Tenderers shall specifically address:

1. Preservation reports and preservation logs.
2. Equipment/asset condition reporting.
3. Risk and defect reporting.
4. Preservation certification and photographic records.

Score	Scoring Criteria
2	The tenderer adequately addresses all four requirements and provides a clear monthly reporting and record-keeping approach.
1	The tenderer adequately addresses at least two of the four requirements.
0	The tenderer adequately addresses fewer than two requirements, or no relevant information is provided.

9. CLOSE-OUT METHODOLOGY

Maximum Score: 2

Tenderers shall specifically address:

1. Final preservation inspection and asset condition assessment.
2. Close-out of outstanding defects and corrective actions.
3. Submission of final preservation records and documentation.
4. Final preservation status/certification and handover.

Score	Scoring Criteria
2	The tenderer adequately addresses all four requirements and provides a clear process for close-out, final documentation and handover.
1	The tenderer adequately addresses at least two of the four requirements.
0	The tenderer adequately addresses fewer than two requirements, or no relevant information is provided.

Scoring Element:

Elements	**Scoring**
Preservation philosophy and understanding of long-term storage requirements	3
Bearing preservation and lubrication management approach	3
Moisture control and desiccant management approach	3
Corrosion inspection and prevention strategy	3
AGB, TGB and auxiliary equipment preservation methodology	3
Storage environment monitoring and preservation barrier management	3
Defect reporting, escalation and corrective action process	3
Monthly reporting, preservation logs and asset status reporting	2
Close-out methodology	2

Index of documentation attached to this schedule

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T2.2-04: EVALUATION SCHEDULE: WARRANTY

Weighting: 30 Points

Requirement

The Tenderer shall provide a written undertaking confirming the warranty period applicable to all preservation, inspection, maintenance and reporting services performed under the Contract.

Information to be Submitted

Tenderers shall provide:

- Signed Warranty Commitment Letter;
- Proposed Warranty Period;
- Defect Rectification Process; and
- Response Times for Warranty Claims.

Warranty Coverage

The warranty shall cover defects arising from:

- Poor workmanship;
- Failure to comply with approved methodologies;
- Incorrect installation or application of preservation materials;
- Failure to properly rectify identified defects;
- Inaccurate or incomplete reporting resulting from negligence.

***Scoring Element*:**

Warranty Offered	**Scoring**
90 calendar days or more	30
60 to 89 calendar days	20
30 to 59 calendar days	10
Less than 30 calendar days	5
No warranty offered	0

Index of documentation attached to this schedule

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T2.2-05: EVALUATION SCHEDULE: SERVICE DELIVERY SCHEDULE

Weighting: 20 Points

Requirement

The Tenderer shall provide a commitment regarding the maximum number of calendar days required to complete the monthly preservation service, inspection, condition assessment and reporting activities after mobilisation to site.

Information to be Submitted

Tenderers shall submit:

- Monthly Work Programme;
- Resource Plan;
- Mobilisation Plan;
- Reporting Timeframes; and
- Escalation Timeframes.

***Scoring Element*:**

Delivery Commitment:	**Scoring**
Complete service and submit report within 5 calendar days	20
Complete service and submit report within 7 calendar days	15
Complete service and submit report within 10 calendar days	10
Complete service and submit report within 14 calendar days	5
Greater than 14 calendar days	0

Index of documentation attached to this schedule

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T2.2-06: 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 the organisation or alternatively attach a certified copy of a company/organisation document that provides the same information for the relevant category as requested here.

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

A. Certificate for Company

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

Signed	.....	Date	.....
Name	.....	Position	Chairman of the Board of Directors .....

B. Certificate for Partnership

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed	.....	Date	.....
Name	.....	Position	Sole Proprietor

T2.2-07: 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		

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-08: Letter/s of Good Standing with the Compensation for Injuries and Occupation Diseases Act (COIDA)

Valid Company Registration Certificate in terms of the Compensation for Injuries and Occupation Diseases Act (COIDA) - Letters of Good Standing from all members of a newly formed JV.

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

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

T2.2-09: 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.*

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 NEC 3 ECC 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
	☐	☐	☐	☐	☐	☐	☐

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
	☐	☐	☐	☐	☐	☐	☐

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**
	☐	☐	☐	☐	☐	☐	☐

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**
	☐	☐	☐	☐	☐	☐	☐

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-10: Job-Creation Schedule

To give effect to Transnet's job-creation objectives, bidders must be required to provide an undertaking as to the number of new jobs that will be created (either by them or their subcontractor/s) should they be awarded the tender. This undertaking should be submitted as part of their bid submissions and should be broken down into the following categories:
Total number of skilled, semi-skilled and unskilled jobs; and number of new jobs for black people, in the following categories:

a) Black men;

b) Black women;

c) Black youth;

d) Black people with disabilities; and

e) Black people living in rural or underdeveloped areas or townships.

Please indicate the total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		

Black People with Disabilities		

Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any:_____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached specific goals 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 _____

SPECIFIC GOALS POINTS CLAIM FORM - SBD6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT REGULATIONS – 2022.

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 or equal to R50 000 000 (all applicable taxes included);
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The lowest acceptable tender will determine whether the 80/20 or 90/10 preference point system will apply.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in Transnet preferential procurement policy.

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

Specific Goals	**Number of points (80/20 system)**	**Number of points (90/10 system)**
B-BBEE Status Level of Contributor 1 or 2	5	2
THE PROMOTION OF SUPPLIER DEVELOPMENT THROUGH SUB-CONTRACTING OR JV A MINIMUM OF 100% OF THE VALUE OF 1). Housekeeping and Environmental Management - 100% of the total value of the scope of work 2). Preservation Barrier Maintenance and Replacement Trailer Preservation and Support Services 100% of the total value of the scope of work 3). Moisture Control and Desiccant Management - 100% of the total value of the scope of work - 100% of the total value of the scope of work 4). Logistics, Transportation and Mat - 100% of the total value of the scope of work material Handling 5). Supply of Preservation Consumables - 100% of the total value of the scope of work 6). Documentation and Reporting Support - 100% of the total value of the scope of work **CONTRACT TO SOUTH AFRICAN COMPANIES WHICH ARE:** I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned	15	8
Non-compliant contributor (Level 3-9)	0.00	0.00

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership

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

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

(g) **"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);

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

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

(j) **"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.

(k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(l) **"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.

(m)**"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the

PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80/90 points is allocated for price on the following basis:

80/20 90/10

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ OR } PS = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the points are set out in the table in 1.4

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	A valid B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
THE PROMOTION OF SUPPLIER DEVELOPMENT THROUGH SUB-CONTRACTING OR JV A MINIMUM OF 100% OF THE VALUE OF 1). Housekeeping and Environmental Management - 100% of the total value of the scope of work 2). Preservation Barrier Maintenance and Replacement Trailer Preservation and Support Services 100% of the total value of the scope of work 3). Moisture Control and Desiccant Management - 100% of the total value of the scope of work - 100% of the total value of the scope of work 4). Logistics, Transportation and Mat - 100% of the total value of the scope of work material Handling 5). Supply of Preservation Consumables - 100% of the total value of the scope of work 6). Documentation and Reporting Support - 100% of the total value of the scope of work CONTRACT TO SOUTH AFRICAN COMPANIES WHICH ARE: I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs 51% or more black-owned.	Sub-contracting agreements; • Subcontractors CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE Certificate as per DTIC guideline In case of a joint venture: • Declaration / Joint Venture Agreement • A consolidated JV B-BBEE scorecard

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

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

4.3 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 Transnet or regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that

his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: = 1 or 2 (maximum of 5/2 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	

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

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

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

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

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

(f) forward the matter for criminal prosecution.

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

T2.2-12: NON-DISCLOSURE AGREEMENT

[SEPTEMBER 2026]

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 .....

T2.2-13: 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:

_____

_____

_____

_____

[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

.....

duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Tenderer 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 Tenderer 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.
- 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
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Tenderers.

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2026/08/0002/114747/RFP	ISSUE DATE:	06 October 2026	CLOSING DATE:	28 October 2026	CLOSING TIME:	16:00
DESCRIPTION	DESCRIPTION OF THE WORKS: PROVISION OF PRESERVATION, CONDITION MONITORING, INSPECTION AND MAINTENANCE SERVICES FOR GE TM2500 GEN4 GAS TURBINE GENERATOR PACKAGES IN LONG-TERM STORAGE FOR A PERIOD OF ONE (1) YEAR						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	**Bhatisani Widzani**						
TELEPHONE NUMBER	**N/A**						
FACSIMILE NUMBER	**N/A**						
E-MAIL ADDRESS	tnpatenderenquiries3@transnet.net						
SUPPLIER INFORMATION: NB Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.							
	TCS PIN			OR	CSD No		
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**					
If Yes, Who was the Certificate issued by?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
	☐	A REGISTERED AUDITOR					
		NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	TAX COMPLIANCE REQUIREMENTS
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

SIGNATURE OF TENDERER: ……

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE:_____

T2.2-14: Request for Proposal – Breach Of Law

NAME OF COMPANY:

_____

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

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

NATURE OF BREACH:

_____

_____

_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-15: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

a) prices;

b) geographical area where Services will be rendered [market allocation]

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

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

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-16: 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 ……..

T2.2-17: Supplier Code of Conduct

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

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

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

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

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

1. ***Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***
    - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
    - Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
    - Employees may not receive anything that is calculated to:

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

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

I, _____ of _____

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

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

Signed this on day _____ at _____

_____

Signature

T2.2-18: Insurance provided by the Consultant

The NEC3 Term Service Contract (TSC), Option A, requires the *Contractor* to provide the insurances required by the conditions of contract, except for any insurance which the *Employer* is stated to provide in the Contract Data.

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

Insurance against (See clause 81.1 of the TSC)	**Minimum amount stated in the Contract Data & Name of Insurance Company**	**Cover**	**Premium**
Liability of the Consultant for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the services	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		

T2.2-19: 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 .....

T2.2-20: Forecast Rate of Invoicing

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

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

T2.2-21: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

……
……
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……

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:

PROVISION OF PRESERVATION, CONDITION MONITORING, INSPECTION AND MAINTENANCE SERVICES FOR GE TM2500 GEN4 GAS TURBINE GENERATOR PACKAGES IN LONG-TERM STORAGE FOR A PERIOD OF ONE (1) YEAR

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
for the Employer	Transnet SOC Ltd	.....
	(Insert name and address of organisation)	
Name & signature of witness	.....	Date .....

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	**A: Priced contract with Price List**
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 *Service Manager*
		X18: Limitation of liability
		Z: *Additional conditions of contract*
10.1	The *Employer* is (Name):	**Transnet SOC Ltd**
	Address	**Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet National Port Authority Administration Building (eMendi) Neptune road, off Klub Road Port of Ngqura Port Elizabeth 6212**
11.2(9)	The *services* are	**Provision of Preservation, Condition Monitoring, Inspection and Maintenance Services for GE TM2500 GEN4 Gas Turbine Generator Packages in Long-Term Storage for a Period of One (1) Year**

11.2(10)	The following matters will be included in the Risk Register	**Failure of preservation systems.** **Corrosion of turbine, gearbox and auxiliary equipment components.** **Moisture ingress and condensation.** **Desiccant degradation and humidity control failures.** **Lubrication system deterioration.** **Storage environment deterioration.** **Security risks including vandalism and theft.** **Trailer structural integrity risks.** **Health and safety incidents.** **Environmental incidents.** **Shortage or delayed delivery of specialist preservation materials.** **Resource availability risks.**	
11.2(11)	The Scope is in	**Part C3.1: The Scope of the Contract Document.**	
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**	
13.1	The *language of this contract* is	**English**	
13.3	The *period for reply* is	**2 (two) weeks. However, communications relating to the preservation, maintenance, security, or protection of the gensets and associated equipment, where delay may result in deterioration or loss of value, shall be responded to within 5 (five) working days. Where the *Service Manager's* authority is exceeded, the matter shall be escalated immediately and an interim instruction issued, where necessary, to prevent deterioration of the assets pending a final decision.**	
13.6	The *period for retention* is	**N/A**	
2	**The Parties' main responsibilities**		
25.2	The *Employer* provides access to the following persons, places and things	**access to**	***access date***
		1 N/A	**N/A**
3	**Time**		
31.2	The *starting date* is	**To be advised in the Letter of Acceptance.**	
11.2(3)	The *completion date* for the whole of the *services* is	**Twelve (12) calendar months from the Starting Date.**	
11.2(6)	The *key dates* and the *conditions* to be met are:	***Condition* to be met**	***key date***

		1	**Submission of Initial Condition Assessment Report**	**Within 10 Working Days of the Starting Date**
		2	**Submission of Preservation Management Plan**	**Within 10 Working Days of the Starting Date**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 (two) weeks of the Starting Date.**		
32.2	The *Contractor* submits revised programmes at intervals no longer than	**4 (four) weeks.**		
4	**Quality**			
40.2	The quality policy statement and quality plan are provided within	**2 (two) weeks of the Starting Date.**		
41.1	The *defects date* is	**90 calendar days after Completion of the whole of the services.**		
5	**Payment**			
50.1	The *assessment interval* is on the	**18th day of each successive month.**		
51.1	The period within which payments are made is	**The period within which payment is made is 30 (thirty) days after the assessment date. The Contractor submits a valid Tax Invoice following certification of the amount due. Submission of the Tax Invoice is for administrative purposes and does not alter the assessment and payment provisions of the contract.**		
51.2	The *currency of this contract* is the	**South African Rand (ZAR).**		
51.5	The *interest rate* is	**The prime lending rate of the Rand Merchant Bank of South Africa.**		
6	**Compensation events**	**No additional data required for this section of the *conditions of contract*.**		
7	**Rights to material**	**No additional data required for this section of the *conditions of contract*.**		
8	**Indemnity, insurance and liability**			
81.1	The amounts of insurance and the periods for which the *Contractor* maintains insurance are			

Event	Cover	Period following Completion of the whole of the *services* or earlier termination
death of or bodily injury to a person (not an employee of the *Contractor*) or loss of or damage to property resulting from an action or failure to take action by the *Contractor*.	**General Third-Party Liability Insurance for an amount of not less than R10 000 000 (Ten Million Rand) in respect of each and every claim, without limit to the number of claims, for death of or bodily injury to a person (other than an employee of the Contractor) or loss of or damage to property arising from an act, omission, negligence or failure by the Contractor in connection with this Contract.**	**0 Weeks**
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	**The Contractor shall maintain a valid Letter of Good Standing issued in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, as amended, for the duration of the Contract. 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 shall be that prescribed by the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, as amended.**	**0 Weeks**

	Motor Vehicle Liability Insurance	**Motor Vehicle Liability Insurance, including Passenger Liability, with a minimum limit of indemnity of not less than R10 000 000 (Ten Million Rand) in respect of any one occurrence, covering all vehicles used in connection with the performance of the Services.** **0 Weeks**
81.1	The *Employer* provides the following insurances	**The Employer provides no insurances under this Contract.**
82.1	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	***The Contractor's total aggregate liability to the Employer for all matters arising under or in connection with the contract, other than matters expressly excluded from the limitation of liability under the contract, is limited to 100% of the total of the Prices.***
10	**Data for main Option clause**	
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**Both parties will agree to an *Adjudicator* as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an *Adjudicator. Where Transnet has established a Framework of Adjudicators, appointment of an Adjudicator will be in terms of the Transnet Framework of Adjudicators.***
W1.2(3)	The A*djudicator nominating body* is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban**

	The person or organisation who will choose an arbitrator: • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *index* is	**The rates and prices tendered shall remain fixed for the duration of the Contract.**
X2	**Changes in the law**	
X2.1	The *law of the project* is	**South African.**
X4	**Parent company guarantee**	**N/A**
	Remainder of the *services*	**R**
X7	**Delay damages**	
X7.1	Delay damages for late Completion of the whole of the *services* are	**R5 000 (Five Thousand Rand) per calendar day for each calendar day that Completion occurs after the Completion Date, subject to a maximum aggregate amount of 10% of the total of the Prices.**
X9	**Transfer of rights**	**No exceptions to the Employer's ownership of rights over material prepared for this contract by the Contractor, except for pre-existing proprietary material specifically identified in the Scope.**
X10	**The *Service Manager***	
X10.1	The *Service Manager* is	
	Name:	**To be advised.**
	Address	**To be advised**
	The authority of the *Service Manager* is	**Fully empowered to act on behalf of the *Employer* for the services covered by the contract.**
X18	**Limitation of liability**	
X18.1	The *Contractor's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to:	**The cost of correcting the defect (The Total of the Prices).**

X18.2	The *end of liability date* is	**The end of liability date is 12 (twelve) months after Completion of the whole of the service or earlier termination of the contract.**
Z	***Additional conditions of contract***	
	The *additional conditions of contract* are	
Z1	**Obligations in respect of Joint Venture Agreements**	
Z1.1		Insert the additional core clause 21.5. 21.5.1 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 *starting 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 constituents' 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 liability to the *Employer* to Provide the *services*; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Contractor's* representative; iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

		Financial requirements for the Joint Venture: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2		Insert additional core clause 21.6. 21.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.
Z2	**Additional obligations in respect of Termination**	
Z2.1		The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings • repudiated this Contract
Z2.2		*Clause 90.5 is added as an additional clause.* Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	

Z3.1	The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4	**Additional Clause Relating to the *Employer's* rights to take appropriate action**

Z4.1	**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The *Contractor* further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Contractor* (including civil or criminal action).
Z4.2	**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**	Listing by any State Entity on the National Treasury register of tender defaulters and the National Treasury register of restricted suppliers.

Z5	**Protection of Personal Information Act**	
Z5.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	**Time**	
Z6.1		*The Service Manager may instruct the Contractor to stop or not to start any part of the Services in accordance with the conditions of contract. The time and financial effects of such instruction, including any necessary demobilisation and remobilisation, are dealt with in accordance with the applicable compensation-event provisions of the contract.*
Z7	**Compensation Events**	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Contractor*.
Z8	**Limitation of liability**	
Z8.1		Add to core clause 82.1 and X18. For the avoidance of doubt the parties expressly agree that the total liability of the *Contractor* to the *Employer* applies jointly and severally across all organisations comprising of the *Contractor*.
Z9	**Additional clauses relating to cession of rights**	
Z9.1		The *Contractor* shall not cede any rights under this contract without the approval of the *Employer*.
Z9.2		The *Employer* may on written notice to the *Contractor* cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the *Employer.*
Z10	**Additional clauses relating to interpretation of the law**	

Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Service Manager* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	***Employer's* Step-in rights**
Z11.1	If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-Contractor* or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial services shall be borne by the *Contractor*.
Z11.2	The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Service Manager* to achieve this end.
Z12 Employer's termination for convenience	
Z12.1	Without limiting the Employer's rights under the termination provisions of this contract, where the Employer elects to terminate the Contractor's obligation to Provide the Services for a reason other than a default by the Contractor, the Employer gives the Contractor not less than one (1) calendar month's written notice of its intention to terminate.
Z12.2	During the notice period, the Contractor continues to Provide the Services in accordance with the contract, except to the extent otherwise instructed by the Service Manager, and takes reasonable steps to protect and preserve the Affected Property and all equipment under its control.
Z12.3	The Contractor provides the Service Manager with all outstanding records, condition assessments,

	preservation records, reports and other deliverables required by the Scope up to the effective date of termination.
Z12.4	The termination is administered in accordance with Section 9 of the NEC3 Term Service Contract, including the applicable termination procedure and assessment of the amount due on termination.
Z12.5	Nothing in this clause changes the procedures or amounts due on termination provided for under the applicable termination provisions of the contract, except for the additional one-calendar-month notice requirement stated in Z12.1.
Z13. Subcontracting Clauses	The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.2-15 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination. Insert addition the Contractor may not replace any sub-contractor without acceptance of the Project Manager. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor The sub-contracting arrangement/contract remains between the Contractor and sub-contractor

C1.2 Contract Data

Part two - Data provided by the *Contractor.*

The tendering Contractor is advised to read both the NEC3 Term Service Contract (April 2013) and the relevant parts of its Guidance Notes (TSC3-GN) to understand the implications of the Contract Data which the tenderer is required to complete. An example of completed Contract Data is provided in the NEC3 Term Service Contract Guidance Notes (TSC3-GN).

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

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
22.1	The *Contractor's key persons* are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		**CV's (and further *key persons* data including CVs) are appended to Tender Schedule entitled T2.2-02: Evaluation – Eligibility Criteria**
11.2(10)	The following matters will be included in the Risk Register	
25.2	The *Employer* provides access to the following persons, places and things	**access to** ***access date***

	Access to the GE TM2500 GEN4 Gas Turbine Generator Packages and designated storage area – Starting Date, subject to Employer access/security requirements.	**1**		
		2		
		3		
50.3	The *expenses* stated by the *Contractor* are	**item**	**amount**	
A	**Priced contract with Price List**			
11.2(12)	*Part C2.2.1: Pricing Schedule (Price List).*			
11.2(19)	*The tendered total of the Prices is*		**R _____ excluding VAT**	

C2.1.1: Pricing Instructions: Option A

Pricing Information

The Prices entered in the Price List are deemed to include all costs associated with providing the Service, including but not limited to:

- Labour.
- Supervision.
- Specialist engineering support.
- Site management.
- Travel and accommodation.
- Mobilisation and demobilisation.
- Vehicles.
- Tools and equipment.
- Inspection and testing equipment.
- Preservation materials.
- Lubricants.
- Corrosion protection materials.
- Desiccants.
- Consumables.
- Personal protective equipment.
- Reporting.
- Risk management activities.
- Defect management activities.
- Compliance with health, safety and environmental requirements.
- All other obligations described in the Service Information.

The Contractor shall not be entitled to additional payment for routine activities required to provide the Service unless instructed by the Project Manager through a Compensation Event.

C2.1.2: Price List

PRICE LIST A

Port of Richards Bay

GE TM2500 GEN4 Gas Turbine Generator Package

ESN 481-514

Item No.	Description	Unit	Quantity	Rate (R)	Amount (R)
RB1	Initial Condition Assessment and Baseline Condition Report	Item	1		
RB2	Monthly Preservation, Inspection, Condition Monitoring, Risk Management and Reporting Service	Month	12		
RB3	Final Condition Assessment, Preservation Certification and Close-Out Report	Item	1		
	TOTAL SCHEDULE A (EXCL. VAT)				

PRICE LIST B

Port of Saldanha Bay

GE TM2500 GEN4 Gas Turbine Generator Package

ESN 481-729

Item No.	Description	Unit	Quantity	Rate (R)	Amount (R)
SB1	Initial Condition Assessment and Baseline Condition Report	Item	1		
SB2	Monthly Preservation, Inspection, Condition Monitoring, Risk Management and Reporting Service	Month	12		
SB3	Final Condition Assessment, Preservation Certification and Close-Out Report	Item	1		
	TOTAL SCHEDULE B (EXCL. VAT)				

Summary of Prices

Description	Amount (R)
Total Schedule A: Richards Bay (Excl. VAT)	
Total Schedule B: Saldanha Bay (Excl. VAT)	
Tender Total (Excl. VAT)	
VAT (15%)	
Tender Total (Incl. VAT)	

PART C3: SCOPE

Document reference	Title	No of pages
	This cover page	1
C3.1	*Scope*	2
	Total number of pages	12

C3.1 Scope

3. SCOPE OF THE SERVICE

3.1 General

The Contractor shall provide preservation, condition monitoring, inspection, maintenance, technical support, risk management and reporting services for the GE TM2500 GEN4 Gas Turbine Generator Packages currently held in long-term storage by TNPA at the Port of Richards Bay and the Port of Saldanha Bay.

The Contractor shall provide all labour, supervision, specialist engineering support, tools, equipment, testing devices, consumables, preservation materials, transportation, accommodation, documentation, reporting and management necessary to execute the Service.

The Contractor shall ensure that the assets remain continuously preserved, protected from deterioration, free from corrosion and contamination, mechanically sound and ready for future transportation, installation, commissioning and operation throughout the Service Period.

The Service applies to:

Asset 1

- GE TM2500 GEN4 Gas Turbine Generator Package
- Engine Serial Number ESN 481-514
- Port of Richards Bay

Asset 2

- GE TM2500 GEN4 Gas Turbine Generator Package
- Engine Serial Number ESN 481-729
- Port of Saldanha Bay.

3.2 Service Objectives

The Contractor shall ensure that:

- Internal turbine components remain protected against corrosion and environmental degradation.
- Bearings remain adequately preserved and lubricated.
- Lubrication systems remain clean, functional and protected.
- Gearboxes remain preserved and suitable for future operation.
- Moisture ingress is prevented.
- Preservation barriers remain effective.
- Asset deterioration is identified and addressed at the earliest opportunity.
- Equipment remains suitable for future deployment without requiring extensive refurbishment resulting from inadequate preservation.

- The integrity and value of the assets are maintained throughout the storage period.

3.3 Initial Condition Assessment

Prior to commencing any preservation, inspection or maintenance activities, the Contractor shall undertake a comprehensive Initial Condition Assessment of each Gas Turbine Generator Package and all associated equipment. The purpose of the Initial Condition Assessment is to establish the baseline condition of the assets at the commencement of the Service Period and to identify any existing defects, deterioration, corrosion, contamination, preservation deficiencies or other conditions requiring attention.

The Initial Condition Assessment shall include, as a minimum, inspection and assessment of the following:

(a) Gas Turbine Package

The Contractor shall inspect:

- Gas generator assembly.
- Turbine casing and external components.
- Compressor section.
- Exhaust section.
- Preservation boundaries.
- Preservation seals.
- Mounting arrangements.
- External piping and connections.

(b) Auxiliary Equipment

The Contractor shall inspect:

- Accessory Gearbox (AGB).
- Transfer Gearbox (TGB).
- Generator coupling assemblies.
- Lubrication systems.
- Drain systems.
- Flexible piping and hoses.

(c) Storage and Transport Equipment

The Contractor shall inspect:

- Transport trailer.
- Landing legs.
- Structural members.
- Support points.
- Wheel and tyre assemblies.

(d) Preservation and Storage Condition Assessment

The Contractor shall assess the effectiveness of the existing preservation programme and storage arrangements, including:

- Preservation barriers and protective coverings.
- Moisture-control systems.
- Desiccants and humidity indicators.
- Corrosion protection measures.
- Environmental exposure conditions.
- Weather protection measures.
- Equipment supports and stability.
- Storage environment suitability.

(e) Identification of Defects and Abnormal Conditions

The Contractor shall identify, record and assess all observed defects and abnormal conditions, including but not limited to:

- Corrosion.
- Oil leaks.
- Water ingress.
- Mechanical damage.
- Missing components.
- Loose fasteners.
- Deteriorated preservation materials.
- Preservation system failures.

- Environmental exposure damage.
- Safety concerns.

(f) Initial Defect and Risk Assessment

The Contractor shall:

- Establish an Initial Defect Register for each asset.
- Establish an Initial Risk Register for each asset.
- Assess the severity and significance of identified defects. Identify risks that may affect preservation integrity, future transportation, commissioning or operation of the assets.
- Recommend mitigation measures and corrective actions where required.

(g) Initial Condition Assessment Report

Within ten (10) Working Days from the Starting Date, the Contractor shall submit an Initial Condition Assessment Report to the Project Manager for acceptance.

The Initial Condition Assessment Report shall include:

- Asset identification details.
- Asset serial numbers.
- Detailed condition assessment findings.
- Baseline photographic record of each asset.
- Corrosion assessment.
- Moisture-control assessment.
- Preservation status assessment.
- Initial Defect Register.
- Initial Risk Register.
- Recommended corrective actions.
- Recommendations for improvements to the preservation programme.

The accepted Initial Condition Assessment Report shall establish the baseline condition of each asset for the purposes of performance monitoring, defect tracking, preservation management and assessment of asset condition throughout the Service Period.

(h) Immediate Notification Requirements

Where the Initial Condition Assessment identifies any condition that presents an immediate threat to:

- Asset preservation integrity; or
- Future operability of the assets.

The Contractor shall notify the Project Manager within twenty-four (24) hours of identification and submit recommendations for immediate corrective action.

3.4 Monthly Preservation and Maintenance Services

The Contractor shall perform a complete preservation and condition assessment service for each turbine package on a monthly basis throughout the Service Period.

The monthly service shall include, but not be limited to:

Preservation Inspections

Inspection of:

- Gas generator assemblies.
- Compressor sections.
- Turbine sections.
- Exhaust sections.
- Lubrication systems.
- Preservation seals and barriers.
- External piping and connections.
- Auxiliary equipment.
- Generator systems.
- Coupling assemblies.
- Electrical connectors.
- Transport trailer systems.

Condition Monitoring

The Contractor shall monitor and assess equipment condition to identify:

- Corrosion.
- Contamination.
- Fluid leaks.
- Structural deterioration.
- Mechanical degradation.
- Moisture ingress.
- Preservation failures.
- Environmental damage.

- Any abnormal operational condition that may affect future deployment.

3.5 Bearing Preservation and Lubrication Management

The Contractor shall maintain all bearing systems and lubrication circuits in accordance with OEM recommendations and recognised good engineering practice.

The work shall include:

- Preservation oil preparation and application.
- Lubricant circulation through bearing systems.
- Oil wetting of critical components.
- Verification of lubricant flow and circulation.
- Inspection of lubrication pathways.
- Inspection for contamination.
- Lubrication system preservation.
- Restoration of preservation conditions following completion of maintenance activities.

3.6 Shaft Rotation and Mechanical Integrity Monitoring

The Contractor shall perform periodic shaft rotation in accordance with OEM requirements.

The Contractor shall verify and record:

- Freedom of movement.
- Shaft condition.
- Absence of binding.
- Absence of abnormal resistance.
- Absence of unusual noise.
- Evidence of mechanical deterioration.
- Abnormal conditions shall be reported immediately to the Project Manager.

3.7 Accessory Gearbox and Transfer Gearbox Preservation

The Contractor shall preserve and maintain all associated gearbox systems.

Activities shall include:

- Inspection of gearbox condition.
- Verification of lubrication systems.
- Inspection of seals and interfaces.
- Preservation of bearings and internal components.
- Verification of lubricant distribution.
- Condition monitoring.
- Preservation effectiveness assessments.

3.8 Moisture Control and Desiccant Management

The Contractor shall establish and maintain an effective moisture management programme to minimise deterioration during storage.

The programme shall include:

- Inspection of desiccants.
- Replacement of saturated desiccants.
- Inspection of humidity indicators.
- Monitoring of storage conditions.
- Inspection for condensation.
- Inspection for water ingress.
- Verification of enclosure integrity.
- Verification of preservation seals.
- Restoration of moisture-control measures where deficiencies are identified.

3.9 Corrosion Monitoring and Preservation

The Contractor shall implement and maintain a corrosion prevention programme.

The Contractor shall inspect:

- Turbine casings.
- Structural steelwork.
- Fasteners.
- Flanges.
- Gearbox housings.
- Couplings.
- Electrical connections.
- Trailer structures.
- Exposed metallic surfaces.

Where corrosion is identified, the Contractor shall:

- Assess the severity.
- Apply corrective preservation measures.
- Reinstate protection systems.
- Record affected areas.
- Recommend further corrective actions where necessary.

3.10 Generator, Coupling and Auxiliary Equipment Preservation

The Contractor shall inspect and preserve all generator and auxiliary equipment systems including:

- Coupling assemblies.
- Coupling guards.
- Generator interfaces.
- Preservation barriers.
- Corrosion protection systems.
- Electrical interfaces.

- Associated auxiliary equipment.
- The Contractor shall maintain such equipment in a condition suitable for future operation and commissioning.

3.11 Trailer Preservation and Transport Readiness

The Contractor shall inspect and preserve the transport trailer supporting each turbine package.

The inspection shall include:

Structural Components

- Chassis.
- Structural members.
- Support frames.
- Landing legs.
- Mounting arrangements.
- Welded connections.

Running Gear

- Wheels.
- Tyres.
- Axles.
- Suspension systems.
- Rims.

Pneumatic Systems

- Air tanks.
- Air lines.
- Pneumatic fittings.
- Suspension components.

Electrical Systems

- Lighting systems.
- Electrical connectors.
- Junction boxes.
- Wiring systems.

The Contractor shall ensure that the trailers remain structurally sound and capable of supporting future transportation requirements.

3.12 Preservation Barrier Management

The Contractor shall maintain all preservation barriers and protective systems including:

- Inlet covers.
- Exhaust covers.
- Protective wraps.

- Moisture barriers.
- Temporary seals.
- Protective plugs.
- Preservation tapes.
- Cable entry seals.
- Protective coverings.

Any damaged, missing or ineffective preservation barriers shall be repaired or replaced during the maintenance visit.

3.13 Defect Management

The Contractor shall establish and maintain a live Defect Register for each asset.

The register shall include:

- Defect reference number.
- Description.
- Location.
- Date identified.
- Severity classification.
- Recommended corrective actions.
- Risk ranking.
- Target closure date.
- Current status.

The Contractor shall continuously monitor, update and manage all identified defects until closure.

3.14 Housekeeping and Environmental Management

The Contractor shall:

- Remove all waste materials generated during the works.
- Maintain clean working areas.
- Dispose of contaminated materials responsibly.
- Dispose of lubricants, cleaning agents and desiccants in accordance with applicable environmental legislation.
- Prevent pollution incidents and environmental contamination.

3.15 Resources

The Contractor shall provide all resources required to execute the works including:

Labour

- Site Supervisor.
- Mechanical Technicians.
- Turbine Specialists.

- Lubrication Technicians.
- Safety Personnel.

Equipment

- Hydraulic preservation pumps.
- Manual drive systems.
- Inspection equipment.
- Torque equipment.
- Condition monitoring equipment.
- Access equipment.

Consumables

- Preservation oils.
- Corrosion inhibitors.
- Desiccants.
- Cleaning materials.
- Protective coverings.
- Gaskets and sealing materials.
- Labelling materials.

3.15 Health, Safety and Environmental Management

The Contractor shall comply with:

- Occupational Health and Safety Act.
- Applicable environmental legislation.
- TNPA Safety Standards.
- Permit-to-Work requirements.
- Site-specific safety procedures.

The Contractor shall provide and maintain:

- Health and Safety Plan.
- Environmental Management Plan.
- Risk Assessments.
- Method Statements.
- Emergency Response Plans.
- Toolbox Talks.
- Incident Reporting Procedures.
- Competency records for personnel.

The Contractor shall ensure that all personnel are competent, trained, medically fit and appropriately equipped to perform the Service safely.

3.16 Reporting and Deliverables

Following each monthly service visit, the Contractor shall submit separate reports for each turbine package.

The report shall include:

- Asset identification.
- Date of service.
- Scope completed.
- Preservation activities performed.
- Lubrication activities performed.
- Desiccant replacements.
- Condition monitoring results.
- Corrosion assessments.
- Defects identified.
- Corrective actions implemented.
- Photographic records.
- Updated Risk Register.
- Updated Defect Register.
- Recommendations.
- Preservation Certificate.
- Date of next scheduled service.

3.17 Performance Requirements

The Contractor shall achieve the following minimum performance standards:

- 100% completion of scheduled monthly preservation services.
- Monthly reports submitted within five (5) Working Days.
- Critical risks and defects reported within four (4) hours.
- Significant defects reported within twenty-four (24) hours.
- Zero lost-time injuries.
- Zero environmental incidents attributable to the Contractor.
- Continuous maintenance of a current Risk Register and Defect Register.
- Assets maintained in a preserved, corrosion-free, mechanically sound and deployment-ready condition throughout the Service Period.