



Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

TENDER

FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE INCLUDING A 6 MWh BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

RFP NUMBER	: TNPA/2023/10/0020/46114/RFP
ISSUE DATE	: 07 June 2024
COMPULSORY BRIEFING	: 18 June 2024 @ 12h00
CLOSING DATE	: 09 July 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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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] in the CIDB grade 8 EP or higher

DESCRIPTION	DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE INCLUDING A 6 MWh BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA – works in the CIDB Grade 8 EP or higher.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Port Authority, EMendi Building, N2 Neptune Road Off Klub Road, Port Elizabeth, 6000 on the 18 June 2024 at 12:00pm [12 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
SITE VISIT IN THE PORT	Tenders are encouraged to attend the non-compulsory site walk that will take place after the Briefing session, tenders are to note:



	<ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>The site inspection will be held at the following venue:</p> <p>Port of Ngqura</p> <p>Transnet National Ports Authority</p> <p>18 June 2024 at 14h00</p>
CLOSING DATE	<p>16:00pm on (09/07/24)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p> <p>NB: Closing date for tender clarifications is 02 July 2024 before 12:00pm.</p>

2. TENDER SUBMISSION

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

a) The Transnet e-Tender Submission Portal can be accessed as follows: Also see **Annexure A**.

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 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 T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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

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



T1.2 TENDER DATA

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Activity Schedule C3.1 Works Information C4.1 Site information



C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Nondyebo Sibindlana -Tambula
	E – mail	TNPATendersenquiries3@transnet.net

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

1. Stage One – Test for Responsiveness.

Step 1.1: Test for Administrative Responsiveness

Check that all required documents have been submitted.

Step 1.2: Test for Substantive Responsiveness

Check that the Tender meets the minimum criteria including pre-qualification/ mandatory and/ or eligibility criteria.

The following are mandatory pre-qualification criteria for this tender. Any tenderer that fails to meet the stipulated eligibility pre- qualification criteria will be regarded as an unacceptable tender.

- **Eligibility with regards to attendance at the compulsory clarification meeting:**

An authorized 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 of C2.7

- **Eligibility in terms of the Construction Industry Development Board:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **8EP or higher** class of construction work, are eligible to have their tenders evaluated.

- b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a



contractor grading designation determined in accordance with the sum tendered for a **CIDB 8EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

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

- **Submission of a signed and completed Form of Offer**
- **Submission of a completed Activity Schedule or Priced Bill of Quantities**
- **Pre-Qualification Criteria for the Professional Team are set out in the table below:**

If the tenderer fails to submit certified copies (not less than three months old) of professional registrations the tender will not be evaluated further. Note: All certificates will be evaluated by reference to the relevant Built Environment Professional councils' web page. Not with standing certified copies of Professional Registrations, Registrations are required to be valid on the council web site at the time of evaluation, failing which the tender will not be evaluated further.

<u>Pre-Qualification Criteria</u>	Description	Qualification Criteria	Yes/No
Key Personnel and professional (Pr.) registration	Project Manager	Registered with SACPCMP as a Pr. CPM or a PMP registered with the Project Management Institute - USA	
	Electrical Engineer/Technologist	Registered with ECSA either as a Pr. Eng or Pr. Tech Eng.	
	Structural Engineer/Technologist	Registered with ECSA as Pr. Eng or Pr. Tech Eng.	
	Civil Engineer/Technologist	Registered with ECSA as Pr. Eng or Pr. Tech Eng.	
	Construction Manager	Registered with SACPCMP as a Pr. CPM	

2. Stage Two - Evaluation of Functionality Threshold



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 criterion and, if any, each sub-criterion are as stated in C.3.11 below.

3. Stage 3: Establishment of Final Weighted Score

Step 3.1 Evaluation of Price and Preference

Step 3.2 Test for Market related pricing

Any tenderer that fails to meet the stipulated minimum score for Functionality will be regarded as an unacceptable tender and will not be evaluated further.

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 T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

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

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

C.2.15 The closing time for submission of tender offers is:



Time: **16:00pm** on the **09 July 2024**

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 from closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet’s internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:
Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria:

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
	The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes. The		



T2.2-03 Programme	Tenderer shall produce a level 4 schedule according to the Employer's objectives		
	<i>The tenderer shall demonstrate the following:</i>		10
	Starting date and completion date are stated, and the schedule does not exceed 23 months.	1	
	Detailed Level 4 Programme with supportive Information on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met.	3	
	All activities as per level 4 detail to be logically tied using critical path method (CPM).	2	
	All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g., weekends as non-working periods.	2	
Programme submission format in either MS project or Primavera and basis of schedule.	2		
T2.2-04 Project Management Organogram, Management & CVs of Key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service		
	Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.	1	15
	<i>Qualification and experience of key staff required:</i>		
	Project Manager that is registered as a Pr. CPM or PMP with 6 years in renewable energy and/or electrical infrastructure experience, in project management	3	
Structural Engineer/Technologist that is registered with ECSA either as a Pr. Eng			



	or Pr. Tech Eng. and has completed six (6) structural steel construction projects	3	
	Electrical Engineer/Technologist that is registered with ECSA either as a Pr. Eng or Pr. Tech Eng. and has completed six (6) renewable energy plant projects and control system	3	
	Site Construction Manager that is registered as a Pr. CPM or Pr. PMP with 6 years relevant experience, in project management of construction projects	3	
	Civil Engineer/Technologist that is registered with ECSA either as a Pr. Eng or Pr. Tech Eng. and has completed six (6) structural steel construction projects	2	
T2.2-05 Quality Management	<p>The tender must give Due consideration must be given to the deliverables required to execute and complete the contract as per the:</p> <ul style="list-style-type: none"> • TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers (Annexure to the scope of works) and • ISO 9001:2015 Quality Management System (QMS) requirements and should include: 		
	<p>1. Quality Manual aligned to ISO 9001:2015</p> <ul style="list-style-type: none"> • Context of the organization • Leadership • Supports • Operations • Performance Evaluation 	2	
	<p>2. Project Quality Plan (PQP) for the contract</p> <ul style="list-style-type: none"> • Scope of works • Control of documented information 	2	



	<ul style="list-style-type: none"> Resources Audits Control of non-conforming outputs 		10
	<p>3. Quality Officer experience:</p> <ul style="list-style-type: none"> Quality experience in Renewable Energy projects. 	2	
	<p>4. Quality Officer education:</p> <ul style="list-style-type: none"> Quality Diploma Technical Diploma ISO 9001:2015 QMS Implementation ISO 9001:2015 QMS Auditing 	2	
	<p>5. Quality Control Plans (QCPs) for the following activities:</p> <ul style="list-style-type: none"> Civil Works Mechanical Works Electrical Works <p>QCPs template format must indicate the following areas:</p> <ul style="list-style-type: none"> Sequence of activities Procedure/code specifications Intervention points Field inspection checklist Relevant signatories 	2	
	<p>1. The tenderer must explain their own internal environmental management system (EMS) approach and attach his EMS manual, including their own environmental policy. The level of external legitimacy with respect to his EMS (e.g. ISO 14001 Certification) must be covered.</p>		



<p>T2.2-06 Environmental Management</p>	<ul style="list-style-type: none"> • Environmental Policy • Environmental Objectives and Targets • Environmental Impact and Issues Management • Environmental Operational Controls • Management Review and Continuous Improvement <p>Environmental Officer will be required to conduct Environmental Screening prior of the site to identify addition environmental management requirements for the renewable energy projects in the port for implementation during construction.</p>	<p>2</p>	<p>10</p>
	<p>2. Provide an organogram with a CV depicting the roles, responsibilities, knowledge and experience of Project Environmental Specialist proposed for deployment to the project team. Previous experience in construction environmental management and management of environmental specialist.</p> <p>Project Environmental Specialist must have at least a Bachelor’s Degree in Natural Science or Environmental field, valid professional registration with SACNASP with a date of expiry and experience in managing renewable energy projects and environmental monitoring specialist.</p>	<p>3</p>	

	<p>3. The tenderer to provide CV of Biodiversity Assessment Specialist to undertake the required Search and Rescue and monitoring of relocated plant species for a specified period in accordance with the requirements of relevant Legislation and permits issued by the competent Authority.</p> <p>The Biodiversity or Search and Rescue Specialist must at least have a minimum qualification of a Degree in Environmental Management and experience in Search and Rescue on projects. Professional Registration with SACNASP is mandatory.</p>	<p>3</p>	
	<p>4. Previous experience with Renewable Energy infrastructure engineering design and construction. The EMPCM must provide a list of projects where construction environmental management duties have been executed including a brief description of such duties where environmental management was undertaken.</p>	<p>2</p>	
<p>T2.2-07 Health and Safety Requirements</p>	<p>Submit the following documents as a minimum with your tender</p>		
	<p>1. Proof of Health Safety management system by submitting the following documents:</p> <ul style="list-style-type: none"> • Project-Specific Health and Safety Plan • Signed and dated Health and Safety Policy • Incident Management Procedure • Valid Letter of Good Standing 	<p>4</p>	



	<ul style="list-style-type: none"> • Emergence procedure 		15
	<p>2. Baseline risk assessment indicating major activities for the project:</p> <ul style="list-style-type: none"> • Site establishment • Concrete work • Excavation • Construction of carports structure • Installation of wind turbine 	3	
	<p>3. Submit H&S Manager CV, qualifications and valid proof of CHSM registration with SACPCMP with:</p> <ul style="list-style-type: none"> • Minimum B-Tech in Safety Management or B-Tech in Environmental Health or Btech in Risk Management or International safety related qualification vatted by SAQA which is equivalent to NQF level 7 with at least 8 years' experience relevant to the scope of work. 	3	
	<p>4. Submit H&S Officer CV, qualifications and valid proof of CHSO registration with SACPCMP with</p> <ul style="list-style-type: none"> • Minimum National Diploma in Safety Management or National Diploma in Environmental Health or equivalent. • with at least 5 years experience relevant to the scope of work. 	3	
	<p>5. Cost Breakdown sheet</p>	2	



T2.2-08 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of renewable energy solar plant and wind turbine works (design, construction, operation and maintenance) within time, scope and cost, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience:		
	Tenderer has not submitted the required information or has not done grid-tied solar PV and/or wind turbines power plant that is less than 1 MW, cannot be rated.	0	20
	Completed 3 grid tied solar plant and/or wind turbine energy plant projects that is not less than 1 MW	4	
	Completed 4 grid tied solar plant and/or wind turbine energy plant projects that is not less than 1 MW	8	
	Completed 5 grid tied solar plant and/or wind turbine energy plant projects that is not less than 1 MW	12	
	Completed 6 grid tied solar plant and 1 wind turbine energy plant projects that is not less than 1 MW	16	
	Completed > 6 grid tied solar plant and >1 wind turbine energy plant projects that is not less than 1 MW	20	
<p>The Service Provider must provide a detailed Engineering Work and Construction methodology procedure; and Operation & Maintenance philosophy covering the below items as per the Scope of Works:</p> <p>Project Management</p> <ul style="list-style-type: none"> • Procurement; • Planning which includes schedule, costing and reporting to the Employer; • The production and implementation of QCP`s to demonstrate compliance with the requirements of the Contract; • Site Supervision; 			



<p>T2.2-09 Method Statement</p>	<ul style="list-style-type: none"> • Construction Management; • Management of project to ensure it is delivered on time, within budget, within scope and the right quality; • Scheduling of meetings and reporting; and • All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works. <p>Engineering Designs and Studies</p> <ul style="list-style-type: none"> • Detail design and energy simulation of the new solar plant and wind turbine system; • Train and involve TNPA personnel in the development of the detail design; • TNPA approval for the system capacity, design and layout; • Required grid studies supply and installation of all materials required to complete the system; • Detail scope of work; • Facilitating the Environmental Approvals processes and other applicable environmental processes such as Tree Removal Permit; • Civil engineering requirements within the plant area; • Single line diagrams; • Construction plan; • Bill of Material; and • Risk Management Plan. <p>Construction work (see site information of geographic location of the sites)</p> <ul style="list-style-type: none"> • Grid tied solar plant system and wind turbines including distribution infrastructure as per detail design; 	
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	<ul style="list-style-type: none"> • On-ground solar PV and carport PV system (comprises of construction of the carport and installation of solar PV); • Vertical axis wind turbines as per detail design; • Installation including support structures, PV panels, DC and AC wiring, inverters, distribution, boards, data loggers, SCADA; • Site inspections, surveys and any specialized testing; • Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirement; • All the completed civil, mechanical and electrical Works shall be corrosion protected as required for steelwork; • Testing and commissioning which includes issuing of test reports, O&M manual and certificate of compliance; and • Removal and safe disposal, as approved by the Employer, of all scrap and rubble generated by the contractor to an approved dump. <p>Equipment and Material</p> <ul style="list-style-type: none"> • Selection of material should be read in conjunction with the technical specification; • All specialized tools required to complete the installation; • Procure of equipment (includes material) and transportation; • Workshop and offsite inspection and testing; • Factory acceptance testing and any other performance testing of equipment as instructed by the Employer and to the Employers satisfaction before the equipment is sent to the site and on-site delivery; and • Supply of any spares required for a 12months operating period. 	
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	<p>Operational and maintenance requirements</p> <ul style="list-style-type: none"> Maintenance Strategy; Annual maintenance and service level agreement; and Operating and maintenance training. <p>Documentation (Native file)</p> <ul style="list-style-type: none"> Details design; Supply of all the Contractors documentation including "as-built" marked up drawings, operation and maintenance manuals in sufficient detail to enable the Employer to maintain and repair the works together with all test certificates; and Any other relevant documents pertaining to this project. 		
	No submission	0	20
	Methodology submitted addresses up to 21 of the 40 items	4	
	Methodology submitted addresses 22 to 27 of the 40 items	8	
	Methodology submitted addresses 28 to 33 of the 40 items	12	
	Methodology submitted addresses 34 to 39 of the 40 items	16	
	Methodology submitted addresses all 40 outcomes adequately	20	
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-03 Programme
- T2.2-04 Project Organogram, Management & CVs of Key Persons



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- T2.2-05 Quality Management
 - T2.2-06 Environmental Management
 - T2.2-07 Health and Safety Requirements
 - T2.2-08 Previous Experience
 - T2.2-09 Approach Paper or Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

90 points for price will be allocated where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	60 points

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	100

Up to 10 preference points for specific goals will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Status Level 1 and 2 Contributor.	4.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled People.	6.00
Non-compliant and/or B-BBEE Level 3-8 contributors.	0.00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	<ul style="list-style-type: none"> • Sub-contracting agreement/s and declaration • Subcontractors CIPC Registration Documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines • Certified copy of ID Documents of the owner(s) which are 51% owned by black women, youth and disabled people • Doctor's note confirming the disability and/or Employment Equity Act 1 (EEA1) form

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, partners:
 - Is under restrictions as contemplated in the Integrity Pact
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
 - in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrates that it does not possess 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	CIDB: Eligibility Criteria Schedule - CIDB Registration
T2.2-02	as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting
T2.2-02A	C1.1 Form of Offer & Acceptance
T2.2-02B	C2.2 Priced Activity Schedule
T2.2-02C	Pre-Qualification Criteria for the Professional Team

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

T2.2-03	Evaluation Schedule: Programme
T2.2-04	Evaluation Schedule: Project Organogram, Management & CV's
T2.2-05	Evaluation Schedule: Quality Management
T2.2-06	Evaluation Schedule: Environmental Management
T2.2-07	Evaluation Schedule: Health and Safety Management
T2.2-08	Evaluation Schedule: Previous experience
T2.2-09	Evaluation Schedule: Method Statement

2.1.3 Returnable Schedules: General:

T2.2-10	Authority to submit tender
T2.2-11	Record of addenda to tender documents
T2.2-12	Letter of Good Standing
T2.2-13	Risk Elements
T2.2-14	Availability of equipment and other resources
T2.2-15	Schedule of proposed Subcontractors
T2.2-16	Site Establishment requirements
T2.2-17	Job Creation

Agreement and Commitment by Tenderer:

T2.2-18	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. Bidder's Disclosure – SBD4
T2.2-19	Non-Disclosure Agreement
T2.2-20	RFP Declaration Form
T2.2-21	RFP – Breach of Law
T2.2-22	Certificate of Acquaintance with Tender Document
T2.2-23	Service Provider Integrity Pact
T2.2-24	Supplier Code of Conduct
T2.2-25	Agreement in terms of Protection of Personal Information Act
T2.2-26	Supplier Declaration Form
T2.2-27	Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)



1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-28 Insurance provided by the Contractor
- T2.2-29 Form of Intent to provide a Performance Guarantee
- T2.2-30 Foreign Exchange requirements (if applicable)
- T2.2-31 Forecast Rate of Invoicing
- T2.2-32 Three (3) years audited or reviewed financial statements

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

2.7 Part C3: Works Information

2.8 Part C4: Site Information

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an CIDB Grade **8 EP or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **8 EP** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

NOTE: Consultants are not capable of being registered with the CIDB, therefore inclusion of consultants as part of the JV will result in JV not being evaluated further.

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that.

.....
 (Company Name)

Represented
 (Name and
 by:
 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



T2.2-02A: Eligibility Criteria Schedule – C1.1 Form of Offer & Acceptance

Note to tenderers:

Tenderers are to append to this schedule a completed and signed C1.1 Form of Offer & Acceptance

Failure to indicate and submit a completed and signed C1.1 Form of Offer & Acceptance will lead to an automatic disqualification.



T2.2-02B: Eligibility Criteria Schedule – C2.2 Priced Activity Schedule

Note to tenderers:

Tenderers are to append to this schedule C2.2 Priced Activity Schedule

Failure to indicate and submit a C2.2 Priced Activity Schedule will lead to an automatic disqualification.

T2.2-02C: Eligibility Criteria Schedule – Professional Registration

Note to tenderers:

Tenderers are to indicate their Professional Registration in the below table.

Failure to indicate and submit valid certification will lead to an automatic disqualification.

Registrations are required to be valid on the council web site at the time of evaluation, failing which the tender will not be evaluated further.

Key personnel	Qualification / Criteria	Proof of valid professional registration submitted (Yes/No)
Project Manager	Registered with SACPCMP as a Pr. CPM or a PMP registered with the Project Management Institute - USA	
Electrical Engineer/Technologist	Registered with ECSA either as a Pr. Eng or Pr. Tech Eng.	
Structural Engineer/Technologist	Registered with ECSA as Pr. Eng or Pr. Tech Eng.	
Civil Engineer/Technologist	Registered with ECSA as Pr. Eng or Pr. Tech Eng.	
Construction Manager	Registered with SACPCMP as a Pr. CPM	

T2.2-03: Evaluation Schedule: Programme

Functionality Criteria (10 points)

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data Including Environmental, Detail design and Construction

Provision of Dates:

The *Contractor* clearly indicates in the schedule all key milestones (not limited to design, construct, test and commission as well as operation and maintenance), activities & information related to the following

–

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Permits and access cards as well as other things to be provided by the employer,
- Information by Others,
- *starting date*, *access dates*, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works

Resourcing & Equipment:

The *Tenderer* indicates for each operation, a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.



-
- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below.
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
 - Level 4 Project Schedule - detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline.

The complete schedule stated below the table is defined as a detailed project schedule that represents all the daily activities based on the method statement including milestones by each discipline from the start of the project to the handover of the plant.

<i>The tenderer shall demonstrate the following:</i>						
Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
1	No Response or Starting date and completion date not showing =0	Starting date and completion date is more than 25 months = 20	Starting date and completion date is less than or equal to 25 months but more than 24 months = 40	Starting date and completion date is 24 months = 60	Starting date and completion date is more than 23 months but less than 24 months = 80	Starting date and completion date is equal or less than 23 months = 100
3	No response or partially complete or schedule submission is not level 4 or 3 or 2 (i.e., Level 1) = 0	The schedule is partially complete (level 2) = 20	The schedule is detailed (level 3) = 40	The schedule is complete and detailed (level 4) = 60	The schedule is complete and detailed Level 4 and Key Milestones submitted= 80	The schedule is complete and detailed Level 4, Key Milestones and Basis of schedule submitted Milestones= 100

<i>The tenderer shall demonstrate the following:</i>						
Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0%)	(20)%	(40%)	(60%)	(80%)	(100%)
2	No response or programme does not link activities using CPM= 0	All Activities on Critical Path partially linked using CPM and open ends in Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 20	All Activities on Critical Path partially linked using CPM and open ends in Predecessors or Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 60	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No open ends in between Predecessors and Successors on Sub critical and all activities linked = 80	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking on WBS = 100
1	No response = 0	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days from start to finish date= 20	The TNPA activities calendar on the schedule should represent the actual Weekends are marked as working days from start to finish date= 40	The TNPA activities calendar on the schedule should represent the actual Weekends and public holidays are marked as non-working days from start to finish date= 60	The TNPA activities calendar on the schedule should represent the actual Weekends and public holidays are marked as non-working days from start to finish date= 80	The TNPA activities calendar on the schedule should represent the actual Weekends and public holidays re marked as non-working days and float from start to finish date= 100

<i>The tenderer shall demonstrate the following:</i>						
Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(20%)	(40%)	(60%)	(80%)	(100%)
1	No response = 0	All Activities durations to be realistic are broken down into Weeks and Months (Show the duration Column) = 20	All Activities durations to be realistic are broken down into days and Weeks and weekends (Show the duration Column= 40	All activities durations to be realistic are broken down into days (Show the duration Column) = 60	All major and sub activities duration to be realistic are broken down into days (Show the duration Column) = 80	All major and all sub activities durations to be realistic are broken down into days (Show the duration Column) = 100
2	No response = 0	Submitted not minimum program that is compatible with Microsoft Project nor Primavera P6 nor Excel = 20	Programme submitted in Excel = 40	Submitted minimum a program that is compatible with Microsoft project or Primavera P6 = 60	Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) = 80	Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100



T2.2-04: Evaluation Schedule - Management & CV's of Key Personnel

Functionality Criteria (15 points)

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience – designing, constructing, and commissioning of renewable energy system projects.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
 - iii. Proof of professional registrations with the relevant Built Environment Council in relation to the scope of work and project technical specification. Registration will be validated on the relevant Councils web page. Where registrations are not showing as current/ valid at the time of evaluation – tenders will not be evaluated further.
2. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith.
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

Provide the organizational structure and list of Key Personnel assigned to the above disciplines.

- Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.



No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager that is registered with SACPCMP as a Pr. CPM or PMP with the United States Project Management Institute (PMI USA) with 6 years in renewable energy and/or electrical infrastructure experience, in project management		
2	Site Construction Manager that is registered with SACPCMP as a Pr. CPM with 6 years renewable energy and/or electrical infrastructure experience, in construction project management		
3	Structural Engineer/Technologist registered with ECSA either as a Pr. Eng or Pr. Tech Eng. and has completed six (6) structural steel construction projects		
4	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng has completed six (6) renewable energy plant projects and/or electrical infrastructure projects		
5	Civil Engineer/Technologist registered with ECSA either as a Pr. Eng or Pr. Tech Eng. and has completed six (6) structural steel construction projects		

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

Score Points (15)	No response (0%)	Poor (20%)	Less Than Acceptable (40%)	Acceptable response to the particular aspect (60%)	Above acceptable real understanding (80%)	Excellent Response (100%)
1	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Organizational structure as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources has 2 to 3 years' experience in construction project -CV, certification, registration body documents submitted	Organizational structure as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources with above 3 but less than 4 years' experience in construction project -CV, certification, registration body documents submitted	Organizational structure as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources with 4 but less than 5 years' experience in construction project -CV, certification, registration body documents submitted	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources with 5 but less than 6 years' experience in construction project -CV, certification, registration body documents submitted -Proof of qualification -Authorized body registration (ECSA, Trade Test, SACPCMP, etc.) -Track record on similar works, with contactable references	Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed: -Listed resources with 6 and above years' experience in construction project -CV, certification, registration body documents submitted -Proof of qualification -Authorized body registration (ECSA, Trade Test, SACPCMP, etc.) -Track record on similar works, with contactable references

3	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Project Manager that is registered with SACPCMP as a Pr. CPM or Pr. PMP with 2 but less than 3 years' renewable energy experience.	Project Manager that is registered with SACPCMP as a Pr. CPM or Pr. PMP Professional that has 3 years but less than 4 years' renewable energy experience in project management	Project Manager that is registered with SACPCMP as a Pr. CPM or Pr. PMP Professional that has 4 years but less than 5 years' renewable energy experience in project management	Project Manager that is registered with SACPCMP as a Pr. CPM or Pr. PMP that has 5 years but less than 6 years' renewable energy experience in project management	Project Manager that is registered with SACPCMP as a Pr. CPM or Pr. PMP that has 6 and above years of renewable energy plant experience, in project management
3	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Site Construction Manager that is registered with SACPCMP as a Pr. CPM with 2 but less than 3 years' renewable energy experience.	Site Construction Manager that is registered with SACPCMP as a Pr. CPM that has 3 years but less than 4 years' renewable energy experience in project management	Site Construction Manager that is registered with SACPCMP as a Pr. CPM that has 4 years but less than 5 years' renewable energy experience in project management	Site Construction Manager that is registered with SACPCMP as a Pr. CPM that has 5 years but less than 6 years' renewable energy experience in project management	Site Construction Manager that is registered with SACPCMP as a Pr. CPM that has 6 and above years of renewable energy plant experience, in project management
3	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Structural Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 2 structural steel construction projects	Structural Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 3 structural steel construction projects	Structural Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 4 structural steel construction projects	Structural Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 5 structural steel construction projects	Structural Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 6 and more structural steel construction projects

3	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 2 renewable energy projects	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 3 renewable energy projects	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 4 renewable energy projects	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 5 renewable energy projects	Electrical Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 6 and more renewable energy projects
2	Tenderer has not submitted the required information or has no experience of renewable energy plant projects	Civil Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 2 civil construction projects	Civil Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 3 civil construction projects	Civil Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 4 civil construction projects	Civil Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 5 civil construction projects	Civil Engineer/Technologist that is Registered with ECSA either as a Pr. Eng or Pr. Tech Eng and have complete 6 and more civil construction projects



T2.2-05: Evaluation Schedule – Quality Management

Functionality Criteria (10 points)

Due consideration must be given to the deliverables required to execute and complete the contract as per the:

- TNPA-QUAL-REQ-14.1 _General Quality Requirements for Contractors and Suppliers (**Annexure G**)
- ISO 9001:2015 Quality Management Systems (QMS) requirements and should include:
 1. **Quality Manual** that is aligned to ISO 9001:2015 QMS requirements.
 2. **Project Quality Plan** shall be project specific and be aligned to the TNPA-QUAL- REQ- 14.1_General Quality Requirements for Contractors and Suppliers.
 3. **CV of Quality Officer** supplemented by:
 - Qualifications** - Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing).
 - Experience** - The Quality Officer MUST have a minimum of 2 years' quality experience in Renewable Energy projects.
 4. **Quality Control Plans** shall be in line with the scope of works detailing the Engineering works:
 - Civil
 - Structural
 - Mechanical
 - Electrical

These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.



	Quality Manual aligned to ISO 9001:2015	Project Quality Plan (PQP) for the contract	Quality Officer		Quality Control Plans (QCPs) for the following activities:
			Experience	Education	
	<ol style="list-style-type: none"> 1. Context of the organization 2. Leadership 3. Support 4. Operations 5. Performance Evaluation 	<ol style="list-style-type: none"> 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs 	Quality experience in Renewable Energy projects.	<ol style="list-style-type: none"> 1. Quality Diploma 2. Technical Diploma 3. ISO 9001:2015 QMS Implementation 4. ISO 9001:2015 QMS Auditing 	<ol style="list-style-type: none"> 1. Civil Works 2. Structural Works 3. Mechanical Works 4. Electrical Works <p>QCPs template format must indicate the following areas:</p> <ol style="list-style-type: none"> 1. Sequence of activities 2. Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories
Points (10)	2	2	2	2	2
Score (0%)	No Submission				
Score (20%)	Quality Manual contains 1 of the 5 QMS requirements.	Project Quality Plan contains 1 of the 5 PQP requirements.	≤ 1 year Quality Experience in Renewable Energy projects.	Submitted qualifications not relating to Quality/Technical/ISO 9001:2015 QMS Implementation and Auditing	Quality Control Plan contains 1 of the 5 QCP requirements.



Score (40%)	Quality manual contains 2 of the 5 QMS requirements.	Project Quality Plan contains 2 of the 5 PQP requirements.	1 < Quality experience ≤ 2 in Renewable Energy projects.	Submitted either 1 of the following: ISO 9001:2015 QMS Implementation/ ISO 9001:2015 QMS Auditing / Quality Diploma/ Technical Diploma	Quality Control Plan contains 2 of the 5 QCP requirements.
Score (60%)	Quality manual contains 3 of the 5 QMS requirements.	Project Quality Plan contains 3 of the 5 PQP requirements.	2 < Quality experience ≤ 4 in Renewable Energy projects.	Submitted either 2 of the following: Quality Diploma and Technical Diploma / Quality Diploma and ISO 9001: Implementation / Quality Diploma and ISO 9001: Auditing / Technical Diploma and ISO 9001: Implementation /Technical Diploma and ISO 9001: Auditing / ISO 9001: Implementation and ISO 9001: Auditing	Quality Control Plan contains 3 of the 5 QCP requirements.
Score (80%)	Quality manual contains 4 of the 5 QMS requirements.	Project Quality Plan contains 4 of the 5 PQP requirements.	4 < Quality experience ≤ 5 in Renewable Energy projects.	Submitted either 3 of the following: ISO 9001: Implementation, ISO 9001: Auditing and Quality Diploma / ISO 9001: Implementation, ISO 9001: Auditing and Technical Diploma / Quality Diploma, Technical Diploma and ISO 9001: Implementation / Quality Diploma, Technical Diploma and ISO 9001: Auditing / Quality Diploma, ISO 9001: Implementation and ISO 9001: Auditing / Quality Diploma, ISO 9001: Implementation and	Quality Control Plan contains 4 of the 5 QCP requirements.



				Technical Diploma / Technical Diploma, ISO 9001: Implementation and Quality Diploma / Technical Diploma, ISO 9001: Implementation and ISO 9001: Auditing / Quality Diploma, ISO 9001: Auditing and ISO 9001: Implementation / Quality Diploma, ISO 9001: Auditing and Technical Diploma / Technical Diploma, ISO 9001: Auditing and ISO 9001: Implementation / Technical Diploma, ISO 9001: Auditing and Quality Diploma	
Score (100%)	Quality manual contains all 5 of the QMS requirements.	Project Quality Plan contains all 5 of the PQP requirements.	Quality experience in renewable energy projects with 5 and more years of experience.	Submitted all 4 qualifications: Quality Diploma, Technical Diploma, ISO 9001:2015 QMS Implementation, and ISO 9001:2015 QMS Auditing	Quality Control Plan contains all 5 of the QCP requirements.

T2.2-06: Evaluation Schedule: Environmental Management

Functionality Criteria (10 points)

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- a) Transnet Governance Framework which comprises of the following:
 - i. Transnet Integrated Management System (TIMS) Policy Commitment Statement.
 - ii. Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0
 - iii. Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0

- b) Project Environmental Specification (PES) which comprises of the following:
 - i. Record of Decision for the construction and operation of the Port of Ngqura (ROD A24/16/3/56).
 - ii. Construction Environmental Management Programme (CEMPr)

The contractor should ensure that all Project Life Cycle Process (PLP) environmental and community interface, and sustainable design requirements, as determined through the PLP classification model, for each phase, are complied with. These requirements will be clarified with the contractor during tender inquiry and at contract negotiation stage.

1. The tenderer must explain their own internal environmental management system (**EMS**) **approach** and attach his EMS manual, including their own environmental policy. The level of external legitimacy with respect to his EMS (e.g. ISO 14001 Certification) must be covered.
 - Environmental Policy
 - Environmental Objectives and Targets
 - Environmental Impact and Issues Management
 - Environmental Operational Controls
 - Management Review and Continuous Improvement

Environmental Officer will be required to conduct Environmental Screening prior of the site to identify addition environmental management requirements for the renewable energy projects in the port for implementation during construction.

2. **Provide an organogram with a CV depicting the roles, responsibilities, knowledge and experience of Environmental Officer** proposed for deployment to the project team.

Previous experience in construction environmental management and management of environmental specialist.

Environmental Officer for EPCM should at least have a Bachelor’s Degree in Natural Science or Environmental field, valid professional registration with SACNASP with a date of expiry and more than 3 years of experience in managing Renewable Energy projects and environmental monitoring specialist.

- The tenderer to provide CV of suitably qualified and experienced Ecological Specialist to undertake the required Search and Rescue and monitoring of relocated plant species for a specified period in accordance with the requirements of relevant Legislation and permits issued by the competent Authority.

The **Ecological or Search and Rescue Specialist** must at least have a minimum qualification of a Degree in Environmental Management and at least 10 years of experience in **Search and Rescue on** projects. Professional Registration with SACNASP is mandatory.

- Previous experience with Renewable Energy infrastructure engineering design and construction. The EMPCM must provide a **list of projects** where construction environmental management duties have been executed including a brief description of such duties where environmental management was undertaken.

Table 1: An example of a list of projects where construction environmental management duties have been executed:

Years of participation on project	Project Name	Environmental management responsibilities	Project Value / significance
Eg. 2011-2014	Eg. Development of the Proposed Island View Dig Out port	Eg. - Acquisition of tree cutting permit - Relocation of dwarf chameleons - Waste management - Alien vegetation removal	Eg. Project Value in Rands - R ### mil. Project significance – proposed economic growth to KZN and positive net impact on GDP.

The scoring will be as follows:

Points (10)	Environmental Management System/Manual aligned to ISO 14001:2015 (2)	Organogram - CV and Previous Experience of Environmental Officer (3)		Organogram - CV and Previous Experience for Biodiversity Assessment Specialist (3)		List of projects where construction environmental management duties have been executed (2)
		Qualifications (1)	Years of Experience (2)	Qualifications (1)	Years of Experience (2)	
Score 0%	No Environmental manual submitted.	No information submitted	No information submitted	No information submitted	No information submitted	The Tenderer has submitted no information to determine a score.
Score 20%	Environmental Management manual contains 2 or 3 of the 5 EMS requirements:	Qualifications: They are in possession of a relevant Natural Science Degree and no professional registration with SACNASP provided	They have ≤ 2 year on-the-job experience in managing construction environmental management on projects and environmental monitoring specialist.	Qualifications: They are in possession of a relevant Natural Science Degree and no professional registration with SACNASP provided	They have ≤2 years on-the-job experience in Search and rescue and environmental monitoring for plant survival experience	Tenderer has only executed environmental management duties in 1 project.

<p>Score 40%</p>	<p>EM manual contains 4 of the 5 EMS requirements:</p>	<p>Qualifications: They are in possession of a relevant Natural Science or Environmental field Degree; and a Invalid professional registration with SACNASP provided</p>	<p>They have > 2 years but ≤3 years of on-the-job managing experience in construction environmental management and managing environmental monitoring specialist</p>	<p>Qualifications: They are in possession of a relevant Natural Science or Environmental field Degree; and a Invalid professional registration with SACNASP provided</p>	<p>They have > 2years but ≤6 years of on-the-job managing experience in Search and rescue and plant survival monitoring experience</p>	<p>Tenderer has only executed environmental management duties in 2 projects.</p>
<p>Score 60%</p>	<p>EM manual contains all of the 5 elements EMS requirements</p>	<p>Qualifications: They are in possession of a relevant Natural Science Degree or Environmental field Degree, and a Valid professional registration with SACNASP provided.</p>	<p>They have >3years but ≤5 years of on-the-job experience in managing construction environmental management and managing environmental monitoring specialist.</p>	<p>Qualifications: They are in possession of a relevant Natural Science Degree or Environmental field Degree, and a Valid professional registration with SACNASP provided</p>	<p>They have > 6yrs but ≤10 years of on-the-job experience in Search and rescue and plant survival monitoring experience</p>	<p>Tenderer has only executed environmental management duties in 3 projects.</p>

<p>Score 80%</p>	<p>EM manual contains all the elements as per ISO 14001: 2015 clauses.</p>	<p>Qualifications: They are in possession of a relevant Natural Science Degree or Environmental field Degree with Honours and a Valid professional registration with SACNASP provided</p>	<p>They have >5 years but ≤7 years on-the-job EAP experience in managing construction environmental management and managing environmental monitoring specialist</p>	<p>Qualifications: They are in possession of a relevant Natural Science Degree or Environmental field Degree with Honours and a Valid professional registration with SACNASP provided</p>	<p>Years of experience: They have >10 but ≤ 12 years of relevant on-the-job experience in Search and rescue and plant survival monitoring experience</p>	<p>Tenderer has only executed environmental management duties in 4 projects.</p>
<p>Score 100%</p>	<p>EM manual contains all the ≥ elements as per ISO 14001: 2015 clauses and certification and can demonstrate proof of valid certification.</p>	<p>Qualifications: They are in possession of a relevant master’s degree in Natural Science or Environmental field Degree and a Valid professional registration with SACNASP provided</p>	<p>They have > 7 years of Project Management experience in managing construction environmental management and managing environmental monitoring specialist</p>	<p>Qualifications: They are in possession of a relevant master’s degree in Natural Science or Environmental field Degree and a Valid professional registration with SACNASP provided</p>	<p>Years of experience: They have >12 years relevant on-the-job experience in Search and rescue and plant survival monitoring experience</p>	<p>Tenderer has only executed environmental management duties in 5 projects.</p>



Attached submissions to this

schedule:.....

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

Signed

Date

Name

Position

Tenderer



T2.2-07: Evaluation Schedule: Health and Safety Requirements

Functionality Criteria (15 points)

Submit the following documents as a minimum with your tender:

1. The tender must submit the below mentioned Health and Safety documents showing that they have H&S Management system in place,
 - Project-Specific Health and Safety Plan
 - Signed and dated Health and Safety Policy
 - Incident Management Procedure
 - Valid Letter of Good Standing
 - Emergence procedure

2. Provide tenderer’s baseline risk assessment indicating major activities for the project
 - Site establishment
 - Concrete work
 - Excavation
 - Construction of carports structure
 - Installation of wind turbine

3. Mandatory submit **3** documents, **1.** Health and Safety Manager CV, **2.** qualifications and **3.** valid proof of **CHSM** registration with SACPCMP,
 - Minimum B-Tech in Safety Management, B-Tech in Environmental Health or equivalent with at least 8 years’ experience relevant to the scope of work.

4. Mandatory submit **3** documents, **1.** Health and Safety Officer CV, **2.** qualifications and **3.** valid proof of **CHSO** registration with SACPCMP,
 - Minimum National Diploma in Safety Management, National Diploma in Environmental Health or equivalent with at least 5 years’ experience relevant to the scope of work.

5. Evidence that the tenderer have made adequate provisions for the cost of Health & Safety as in accordance with CR 5(1)(g). See **Annexure F**.

Attached submissions to this schedule:

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The scoring of the Tenderer’s Health and safety requirements will be as follows:

Points (15)	4	3	3	3	2
	<p>Proof of Health Safety management system by submitting the following documents:</p> <ul style="list-style-type: none"> - Project-Specific Health and Safety Plan - Signed and dated Health and Safety Policy - Incident Management Procedure - Valid Letter of Good Standing 	<p>Baseline risk assessment indicating major activities for the project:</p> <ul style="list-style-type: none"> - Site establishment - Concrete work - Excavation - Construction of carports structure - Installation of wind turbine 	<p>Submit H&S Manager CV, qualifications and valid proof of CHSM registration with SACPCMP with:</p> <p>Minimum B-Tech in Safety Management or B-Tech in Environmental Health or equivalent with at least 8 years experience relevant to the scope of work.</p>	<p>Submit H&S Officer CV, qualifications and valid proof of CHSO registration with SACPCMP with:</p> <p>Minimum National Diploma in Safety Management or National Diploma in Environmental Health or equivalent. with at least 5 years experience relevant to the scope of work.</p>	<p>Cost Breakdown Sheet. Complete and return with tender documentation the H&S Cost breakdown sheet included as a returnable.</p>

	- Emergence procedure				
Score 0	No document submitted	None of the listed activities is covered	Non or not all mandatory documents are submitted	Non or not all mandatory documents are submitted	No provision made for Health and Safety costs
Score 20	1 of 5 document submitted.	1 of 5 project specific major activity in baseline risk assessment submitted.	CV, qualifications and valid proof of CHSM registration with SACPCMP submitted with <5 years' experience relevant to the scope of work.	CV, qualifications and valid proof of CHSO registration with SACPCMP submitted with <2 years' experience relevant to the scope of work.	Health and safety Budget submitted is <2 % of the tender value.
Score 40	2 of 5 documents submitted.	2 of 5 project specific major activities in baseline risk assessment submitted.	CV, qualifications and valid proof of CHSM registration with SACPCMP submitted with ≥5 to <8 years' experience relevant to the scope of work.	CV, qualifications and valid proof of CHSO registration with SACPCMP submitted with ≥2 to <5 years' experience relevant to the scope of work.	Health and safety Budget submitted is ≥2 to <3 % of the tender value.
Score 60	3 of 5 documents submitted.	3 of 5 project specific major activities in baseline risk assessment submitted.	CV, qualifications and valid proof of CHSM registration with SACPCMP submitted with 8 years' experience relevant to the scope of work.	CV, qualifications and valid proof of CHSO registration with SACPCMP submitted with 5 years' experience relevant to the scope of work.	Health and safety Budget submitted is 3% of the tender value.

Score 80	4 of 5 documents submitted.	4 of 5 project specific major activities in baseline risk assessment submitted.	CV, qualifications and valid proof of CHSM registration with SACPCMP submitted with >8 to ≤10 years experience relevant to the scope of work.	CV, qualifications and valid proof of CHSO registration with SACPCMP submitted with >5 to ≤7 years' experience relevant to the scope of work.	Health and safety Budget submitted is >3 to <4% of the tender value.
Score 100	All 5 documents submitted.	All 5 project specific major activities in baseline risk assessment submitted.	CV, qualifications and valid proof of CHSM registration with SACPCMP submitted with >10 years' experience relevant to the scope of work.	CV, qualifications and valid proof of CHSO registration with SACPCMP submitted with >7 years and more experience relevant to the scope of work.	Health and safety Budget submitted is ≥4% of the tender value.

T2.2-08: Evaluation Schedule: Previous Experience

Functionality Criteria (20 points)

Tenderers are required to demonstrate their experience in the delivery of renewable energy solar plant and wind turbine works (design, construction, operation and maintenance) within time, scope and cost, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience: **Points (20)**

Note: Bidder to submit previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references.

Score (0%) Tenderer has not submitted the required information or has not done grid-tied solar PV and/or wind turbines power plant that is less than 1 MW, cannot be rated.

Score (20%) Completed 3 grid tied solar plant and/or wind turbine energy plant projects that are not less than 1 MW.

Score (40%) Completed 4 grid tied solar plant and/or wind turbine energy plant projects that are not less than 1 MW.

Score (60%) Completed 5 grid tied solar plant and/or wind turbine energy plant projects that are not less than 1 MW.

Score (80%) Completed 6 grid tied solar plant and 1 wind turbine energy plant projects that are not less than 1 MW.

Score (100%) Completed > 6 grid tied solar plant and >1 wind turbine energy plant projects that are not less than 1 MW.

T2.2-09: Evaluation Schedule: Method Statement

Functionality Criteria (20 points)

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

The Tenderer must provide a detailed Engineering Work and Construction methodology procedure; and Operation & Maintenance philosophy covering the below items as per the Scope of Works:

1. Contract Details (Details of the nature of the Engineering services that is to be undertaken)
2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations, operational and maintenance processes)
3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issue which will assist in the identification and management of task specific hazards)
4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works)
5. Operational and Maintenance Competence (Skills available, including certification, accreditation and training)
6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)

Project Management

1. Procurement;
2. Planning which includes schedule, costing and reporting to the Employer;
3. The production and implementation of QCP`s to demonstrate compliance with the requirements of the Contract;
4. Site Supervision;
5. Construction Management;
6. Management of project to ensure it is delivered on time, within budget, within scope and the right quality;
7. Scheduling of meetings and reporting; and
8. All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works.

Engineering Designs and Studies

9. Detail design and energy simulation of the new solar plant and wind turbine system;

10. Train and involve TNPA personnel in the development of the detail design;
11. TNPA approval for the system capacity, design and layout;
12. Required grid studies supply and installation of all materials required to complete the system;
13. Detail scope of work;
14. Facilitating the Environmental Authorisation process and other applicable environmental processes such as Tree Removal Permit;
15. Civil engineering requirements within the plant area;
16. Single line diagrams;
17. Construction plan;
18. Bill of Material; and
19. Risk Management Plan.

Construction work (see site information of geographic location of the sites)

20. Grid tied solar plant system and wind turbines including distribution infrastructure as per detail design;
21. On-ground solar PV and carport PV system (comprises of construction of the carport and installation of solar PV);
22. Vertical axis wind turbines as per detail design;
23. Installation including support structures, PV panels, DC and AC wiring, inverters, distribution, boards, data loggers, SCADA;
24. Site inspections, surveys and any specialized testing;
25. Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirement;
26. All the completed civil, mechanical and electrical Works shall be corrosion protected as required for steelwork;
27. Testing and commissioning which includes issuing of test reports, O&M manual and certificate of compliance; and
28. Removal and safe disposal, as approved by the Employer, of all scrap and rubble generated by the contractor to an approved dump.

Equipment and Material

29. Selection of material should be read in conjunction with the technical specification;
30. All specialized tools required to complete the installation;
31. Procure of equipment (includes material) and transportation;
32. Workshop and offsite inspection and testing;
33. Factory acceptance testing and any other performance testing of equipment as instructed by the Employer and to the Employers satisfaction before the equipment is sent to the site and on-site delivery; and
34. Supply of any spares required for a 12months operating period.

Operational and maintenance requirements

35. Maintenance Strategy;
36. Annual maintenance and service level agreement; and
37. Operating and maintenance training.

Documentation (Native file)

38. Details design;
39. Supply of all the Contractors documentation including "as-built" marked up drawings, operation and maintenance manuals in sufficient detail to enable the Employer to maintain and repair the works together with all test certificates; and
40. Any other relevant documents pertaining to this project.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the Works.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.
- Contract Details (Details of the nature of the Engineering services that is to be undertaken)
- Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations, operational and maintenance processes)
- Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards)
- Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works)
- Operational and Maintenance Competence (Skills available, including certification, accreditation and training)
- Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)

In addition to general methodology for the project please provide specific information for the following points:

- Installation of mechanical equipment

- Installation of electrical equipment
- Installation of instrumentation
- Commissioning procedure

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighted to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Score 0%	No submission
Score 20%	Methodology submitted addresses up to 21 of the 40 items
Score 40%	Methodology submitted addresses 22 to 27 of the 40 items
Score 60%	Methodology submitted addresses 28 to 33 of the 40 items
Score 80%	Methodology submitted addresses 34 to 39 of the 40 items
Score 100%	Methodology submitted addresses all 40 outcomes adequately

T2.2-10: Authority to submit a Tender.

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

_____, an authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY
DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND
COMMISSION OF THE 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR
CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

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

T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

TRANSNET NATIONAL PORTS AUTHORITY
DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND
COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR
CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

T2.2-12 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-13: Risk Elements

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

T2.2-14: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

If a tenderer supplements his experience with sub-contractors – if the sub-contractors are not listed here, and relevant documentation provided – then the subcontractor’s experience will NOT be considered in the Eligibility or Functionality stage of evaluation.

Where a tenderer does not employ the professional resources directly, they should be listed as sub-contractors in order to be considered for eligibility criteria and functionality evaluation.

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

Provide information of the Sub-contractors below:

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

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

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

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

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

T2.2-17: Job-creation schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

(a) Please indicate 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

(b) 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		

(c) 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:

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

	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			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-18 : 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.

- 1. **SECTION 1: NAME OF ENTERPRISE:** _____
- 2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____
- 3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____
- 4. **SECTION 4: CSD NUMBER:** _____
- 5. **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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
Price	90
B-BBEE Status Level of Contributor 1 or 2	04
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	06
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis: 90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. **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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	<ul style="list-style-type: none"> • Sub-contracting agreement/s and declaration • Subcontractors CIPC Registration Documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines • Certified copy of ID Documents of the owner(s) which are 51% owned by black women, youth and disabled people • Doctor’s note confirming the disability and/or Employment Equity Act 1 (EEA1) form

Note: Tenderers who fail to submit evidence required for specific goals applicable in this tender will be allocated zero (0) preference points.

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

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.

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

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p>

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

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is

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

employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

T2.2-19 Non-disclosure agreement

[..... 2024]

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			

T2.2-20 RFP declaration form

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-21: 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

T2.2-22 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

T2.2-23 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)

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.

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.

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.

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.

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.

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

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.

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.

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

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.

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

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

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.

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.

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 ("RFQ") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

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

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

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.

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.

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

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

T2.2-24: 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 _____

T2.2-25 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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



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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

(Pty) Ltd

(Operator)

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

(Pty) Ltd who warrants

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-26 Supplier Declaration Form

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipc.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.



5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):	
-----------------------------	--

Company Trading Name	
Company Registered Name	
Company Registration No Or ID No If a Sole Proprietor	
Company Income Tax Number	

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?	Yes		No	
---	-----	--	----	--

If **YES** state the previous details below:

Trading Name	
Registered Name	
Company Registration No Or ID No If a Sole Proprietor	

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office



Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name			
Designation			
Telephone			
Email			

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	



Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise
--	---------------------------	--	--	--	--

Does your company have a valid proof of B-BBEE status?							Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)							1	2	3	4	5	6	7	8	9
Majority Race of Ownership															
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership									
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans											

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p>	YES <input type="radio"/> NO <input type="radio"/>

<p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>



When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	
<p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

Name and Surname		Designation	
Signature		Date	



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths



APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –



	<p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="padding-left: 40px;">i. before 27 April 1994; or</p> <p style="padding-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p>Definition of “Black Designated Groups”</p>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	



<p>Definition of "Black People"</p>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<p>Definition of "Black Designated Groups"</p>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp



VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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



		Participation)				
1						
2						
3						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--



T2.2-28: Insurance provided by the *Contractor*

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

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

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



T2.2-29: 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

.....

T2.2-30: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer’s requirements in full or at al

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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.....

.....

.....



T2.2-31: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



T2.2-32: Three (3) years audited or reviewed 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:

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

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

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:

DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA

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)

.....

.....

.....

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Capacity

**For the
tenderer:**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

TRANSNET NATIONAL PORTS AUTHORITY

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

.....

.....

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

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	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with activity schedule</p>
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	<p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X4: Parent company guarantee</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X14: Advance Payment</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	



10.1 The *Employer* is: **Transnet SOC Ltd**
(Registration No. 1990/000900/30)

Address Registered address:
eMendi Building,
N2 Neptune Road,
Off Klub Road,
Port of Ngqura
Port Elizabeth
6100

Having elected its Contractual Address for the purposes of this contract as: eMendi Building,
N2 Neptune Road,
Off Klub Road,
Port of Ngqura
Port Elizabeth
6100

10.1 The *Project Manager* is: (Name) t.b.c

Address eMendi Building,
N2 Neptune Road,
Off Klub Road,
Port of Ngqura
Port Elizabeth
6100

Tel **TBA**

e-mail **TBA**

10.1 The *Supervisor* is: (Name) **TBA**

Address

Tel No.



e-mail

11.2(13)	The <i>works</i> are	For the design (including environmental approvals), build, install, test and commission of a 7 MW renewable energy system that comprises of solar PV and vertical axis wind turbine that includes 6 MWh battery energy storage system, as well as training, operation and maintenance for a period of 7 years (2 years for construction & 5 years for operation and maintenance) at the Port of Ngqura.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Delays which may result from delays on approval of Statutory Documents and approvals by Transnet Acquisition Council; 2. Possible unrest by Local Community who may have interest in the project; 3. Power interruption to the port; 4. Integrating the renewable energy plant to the existing infrastructure; and 5. Approval of Environmental regulatory requirement.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site and its surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 August 2031



	<i>The key dates and the conditions to be met are:</i>	Condition to be met	key date
11.2(9)		1 Approved Design and Environmental Approvals 2 Construction, testing and Commissioning 3 Operation and Maintenance	31 June 2025 31 August 2026 01 September 2026
30.1	The access date is		01 September 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 September 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the Construction and Commissioning works.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	



51.4 The *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

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

Gqeberha

and which are available from:

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

7 Title **No additional data is required for this section of the *conditions of contract*.**

8 Risks and insurance

80.1 These are additional *Employer's* risks 1. Possible delays to project completion due to external forces.

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.



Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works, Plant, Materials & Equipment</i>) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,186% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.



Note:

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

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

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



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

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

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

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

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

9 Termination

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

10 Data for main Option clause



A Priced contract with Activity Schedule

The *Employer* issues the Activity Schedule as a guideline. The *contractor* may omit, add, split or combine activities to the *employer's* activity schedule.

The *contractor* shall develop and return his Activity Schedule which aligns with his programme and methodology and fully incorporates all of the works' information, specifications and scope of works issued by the *employer*.

The *contractors'* activity schedule summates back to the *employers'* activity schedule.

11 Data for Option W1

W1.1 The *Adjudicator* is

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

W1.2(3) The *Adjudicator nominating body* is:

The Chairman of the Association of Arbitrators (Southern Africa)

If no *Adjudicator nominating body* is entered, it is:

the Association of Arbitrators (Southern Africa)

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

Arbitration

W1.4(5) The *arbitration procedure* is

The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

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



The person or organisation who will choose an arbitrator.

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The *base date* for indices is **August 2024**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

Pro-portion	linked to index for	Index prepared by
0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.



0.15	Plant (Equipment)	<p>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p> <p>(Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)</p>
0.15	Material (Civil)	<p>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p> <p>(Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and</p>

0.36	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.03	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
1.00		
0.15	Non-adjustable	



***Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices**

X2	Changes in the law	No additional data is required for this Option
X4	Parent company guarantee	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	A penalty of R5 000 per day, capped at 10% of the contract value.
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
	The amount of the replacement performance bond for the operation and Maintenance contract period is	1% of the total of the Prices
X14	Advance Payment	
X14.1		The <i>Employer</i> will make an advanced payment of 10% of the awarded contract price, however the percentage can be increased or decreased subject to the <i>Contractor</i> issuing the <i>Employer</i> with an equivalent percentage Advanced Payment Bond.
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5% on all payments certified until a maximum limit of retention equal to 5% of the contract value is reached.



X18 Limitation of liability

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The deductible of the relevant insurance policy The cost of correcting the Defect
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.4	The <i>end of liability date</i> is	5 years after operational handover of the whole of the works
X18.5	Key Performance Indicators	Key performance indicator 1 by 31 June 2025: Approved Designs and Environmental Approvals Detail Engineering/ Bankable Feasibility in line with the industry norms and the project lifecycle methodologies not limited to: <ul style="list-style-type: none"> • Detail Engineering Designs (Reports) • HAZOP Study; • Design Criteria Report • Environmental Authorisations Reports for all the discipline i.e., Structural, Electrical, Civil, Power System Simulation etc. Estimation of construction costs (Detailed BOQ); • Estimate the construction period • Project Execution Report



-
- Multicriteria Analysis which includes costing for each of the options evaluated
 - Value Engineered go forward solution/option AFC drawings both PDF and Native Files
 - Risk Analysis Report
 - Construction plan
 - Simulation Reports Demand Validation for a period not limited to ten years
 - Bankable Feasibility Report

Key Performance Indicator 2: Construction, Testing and Commissioning by 31 August 2026

- Construction, test and commissioning of all required Works i.e., Mechanical, Electrical, Structural, Civils and all other works as stated in the detail design report to deliver a fully operational infrastructure that delivers 7 MW with a BESS of 6 MWh.

Key Performance Indicator 3: Operation and maintenance by 31 August 2031

- Training (skill transfer)
- Operate and maintain the 7 MW grid tied that comprises of solar PV and vertical axis wind turbine systems that has battery energy storage system (6 MWh) in accordance to the national grid code.

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



Z1 Obligations in respect of Job Creation

Z1.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T.2.2.14

Z1.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2.14 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 this specific material term of the contract, which may constitute a reason for termination.

Z1.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2.14 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1

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



Z3 Additional clauses relating to Joint Venture

Z3.1

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

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

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



Works.

- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2 Termination Table

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

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



Z4.3**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

Z5**Right Reserved by the *Employer* to Conduct Vetting through SSA****Z5.1**

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

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

Z6**Additional Clause Relating to Collusion in the Construction Industry****Z6.1**

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



Z7 Protection of Personal Information Act

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

Z8 Intellectual Property Rights

Z8.1 IP Rights remain vested in the originator and shall not be used for any reason whatsoever, other than carrying out the service.

Z8.2 The Contractor gives the employer irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the works for the purpose of construction, repairing, demolishing, operating, and maintaining the works.

Z8.3 The Contractor shall indemnify and hold the employer harmless against and form any claim alleging an infringement of IP rights ("the claim") which arises out of or relating to:



C1.2 Contract Data

Part two - Data provided by the *Contractor*.

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes (not provided).

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

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



	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)

22 SSCC	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61A SSCC	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
61A.1					
61A.2					
61A.3					
61A.4					
61B SSCC	in	The hourly rates for Defined Cost of site supervision inside the Working Areas are:	Category of employee	Hourly rate	
61B.1		Electrical Engineer			
61B.2		Civil Engineer			
61B.3		Mechanical Engineer			
61B.4		Draughts person			
61B.5		Artisan			
62 SSCC	in	The percentage for design overheads is	%		

63 SSCC	in The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
------------	--	--

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PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

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

**Identified 11
and defined
terms**

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

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

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

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

Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

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

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

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

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as **guidelines only and the Tenderer may add, omit, split or combine the activities to suit his particular methods.**

The Tenderer must consider that payment is only made on completion of an activity and must ensure that he has sufficient working capital to sustain the works until payment. **Refer to CIDB Information Practice Note #27- section 3.1- Activity A schedule.**

Table A: **Activity Schedule: Investigation studies and approvals, designs, construction, testing & commissioning of the 7MW solar PV and wind turbine facility including a battery energy storage system with capacity of 6 MWh.**

ActivityNo	Activity Description	Unit	Rate	Quantity	Price of each activity
A1	Feasibility				
A1.1	Feasibility Study/Report	Sum		1	
A1.2	Topographic survey	Sum		1	
A1.3	Financial Model on preferred option	Sum		1	
A1.4	Solar PV and wind Studies	Sum		1	
A1.5	Health and Safety Requirements	Sum		1	
A1.6	Quality of SupplyStudies i.e. voltage profile	Sum		1	
A1.7	Design alternatives; scope, schedule and costing	Sum		1	
A2	Detail design				
A2.1	Power System Studies (fault levels, grid impact analysis)	Sum		1	
A2.2	Grid studies report	Sum		1	
A2.3	Environmental studies	Sum		1	
A2.4	Construction Plan	Sum		1	
A2.5	Project costing detailed	Sum		1	
A2.6	Risk and mitigation strategy	sum		1	
A2.7	Engineering Design Report	Sum		1	
A3	Monthly Meetings	Sum		48	



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ActivityNo	Activity Description	Unit	Rate	Quantity	Price of each activity
A4	HAZOP Study	Sum		1	

A5	Demand Analysis report (10yr horizon)	Sum		1	
A6	PV specialist testing session	Sum		10	
A7	Training and skill transfer	Sum		10	
A8	Electrical Construction (material and labour) related to A8.2, A8.3 and A8.4				R
A8.1	Construction Supervision by the contractors' consultants	R			
A8.2	Solar PV system	R			
A8.3	Battery energy storage system	R			
A8.4	Vertical wind turbine	R			
A9	Civil and Structural Construction (material and labour), related to A9.2, A9.3 and A9.4				R
A9.1	Construction Supervision by the contractors' consultants	R			
A9.2	Solar PV system	R			
A9.3	Battery energy storage system	R			
A9.4	Vertical axis wind turbine	R			
A10	Mechanical Construction (material and labour), related to A10.2, A10.3 and A10.4				R
A10.1	Construction Supervision by the contractors' consultants	R			
A10.2	Solar PV system	R			
A10.3	Battery energy storage system	R			
A10.4	Vertical axis wind turbine	R			
A11	Testing and commissioning	Sum		1	
A12	Site Establishment	Sum		1	
A13	De-establishment	Sum		1	
A14	Safety file	Sum		1	

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A15	Close-out Report (include O&M manuals)	Sum		1	
A16	Operation & Maintenance	Year 1	R		R
		Year 2	R		
		Year 3	R		
		Year 4	R		
		Year 5	R		
SUB-TOTAL OF THE CONTRACTORS PRICES EXCLUDING VAT					R
ADD: Provisional Sum for use under direction of the <i>Project Manager, in whole, in part or not at all.</i>					R6,500,290.00
Total Price to be carried over to the Form of Offer & Acceptance					
<p>Note: Activity A1 to A16 should be read in conjunction with the Scope of Work (C3) and the Works Information(C4) in order to interpret the details of each activity and to ensure the pricing is according to what is required to deliver the complete Scope of Works in accordance with the specifications.</p>					

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PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page <i>Employer's Works Information</i>	1 48
	Total number of pages	49

C3.1 EMPLOYER’S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The tender is for the design, build, test, commission, operate, and maintain the 7 MW solar photovoltaic (PV) and vertical axis wind turbine plant at the Port of Ngqura for a period of seven (7) years (2 years for construction & 5 years for operations and maintenance). An on-ground grid-tied solar PV plant, a carport solar PV plant system, and a vertical axis wind turbine to generate the required capacity. The plant will be operated and maintained by the service provider as per the agreement. The plant should operate according to the South African grid code's (Network Code) and South African National Standards (SANS) compliance. The infrastructure should be designed in a manner that would allow future expansion of the plant.

The major works included design, construction, commissioning, operating, and maintenance through a turnkey solution. This includes executing the following key activities namely, Project Management, Engineering Designs (which includes Simulation and technical studies), Construction work, procuring of equipment, Operational and maintenance requirements, and lastly generating and handing over all documents (including native files) to TNPA.

1.2 Background and Context

Transnet National Port Authority (TNPA) an operating division of Transnet SOC Ltd, was established through the National Ports Act, No. 12 of 2005 ("the Ports Act") to be a landlord port responsible for the safe, efficient, and economic functioning of the national ports system, which it manages, controls, and administers on behalf of the State. Section 11 (e) of the port states that TNPA must "*arrange for services such as water, light, power and sewage, and telecommunication within ports*".

An internal energy audit conducted by TNPA indicates that there is a strong need to stabilise energy costs and availability into the future. As well as reduce greenhouse gas emissions related to electricity generated predominantly from coal and improve local renewable energy industry participation as part of its industrial development objectives. Uncertainty of Eskom energy supply and tariff increases stresses this need, whilst renewable energy costs continue to decline.

As such, TNPA has launched a Renewable Energy Purchase programme that will be implemented in a phased approach and Port of Ngqura forms part of phase one (1) that is planned to be commissioned by financial year end of 2025. A 7 MW renewable plant capacity comprises of on ground solar plant, carport PV solar and a vertical axis wind turbines is planned to be commissioned in the Port of Ngqura. This will help in reducing carbon emissions and providing a cost-effective reliable energy supply to the Port and its users.

It is in this context that TNPA has decided to invite interested parties' participation, as part of its corporate strategy to introduce renewable energy into the port system. TNPA both appreciates and encourages the inclusion of renewable energy proposals beyond and not limited to only popular market drivers solar and wind energy. This includes the incorporation of renewable energy sources such as or hybrids of hydroelectric power, ocean energy, biomass, geothermal or more.

1.3 **Employer's objectives**

The *Employer's* objective is to enter into an agreement with the service provider to design, construct, test, commission, operate, and maintain the 7 MW of renewable energy through on -ground solar PV, carport solar PV and a vertical axis wind turbines at the Port of Ngqura for a period of seven (7) years. This entails the following: i) generation facility within TNPA port boundaries; ii) TNPA owns the facility; iii) TNPA pays for capital costs. As such, this is aimed at sustaining a clean and reliable electricity supply to its tenants and other users within the port. The *Employer* is to take ownership of a fully functional and operational facility that is constructed:

- in accordance with the designs supplied to the *Contractor* by the *Employer*;
- in accordance with engineering best practice and the latest relevant Codes and Standards;
- at the *Employers* designated location;
- in a manner that results in minimal disruption to operations; and
- using minimal or no use of TNPA resources to either construct or commission the installations.

The *Contractor* will be responsible for repairs and/or replacement of assets for the period of the warranty. Whereas the operation and maintenance of the renewable energy plant shall be the responsibility of the Port. Skills and capabilities transfer forms part of the *Works* enable Engineering Department to perform operation and maintenance in future.

The following abbreviations are used in this *Works* Information:

Abbreviation	The meaning is given to the abbreviation
DP	Data Pack
GA	General Arrangement Drawing
NCR	Non-conformance report
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
ISO	International Organization for Standardization

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Abbreviation	The meaning is given to the abbreviation
SHE	Safety, Health & Environment
TNPA	Transnet National Port Authority
Codes and Standards	Means the design and construction codes and standards that are applicable to the <i>Works</i>
Guaranteed performance parameters	Means the performance parameters and values stipulated in the Guaranteed Performance Schedule contained herein that the <i>Contractor</i> warrants and guarantees to the <i>Employer</i> that the Plant will achieve when being operated
shall	Means that the requirement is mandatory
CA	Contract Administrator
CQA/QCM	<i>Contractor's</i> Quality Assurance/Quality Control Manager
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
AIA	Approved Inspection Authority
CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
CHSMP	<i>Contractor's</i> Health and Safety Management Plan
CM	Construction Manager
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProjM	<i>Project Manager</i>
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
QC	Quality Control
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer* supplies the following:

- *Works* Information;
- Drawings;
- Land (and/or building) availability for the construction of the work;
- Site establishment for the *Contractor*;
- Electricity supply: *Employer's* electricity shall be used during the construction of the plant; and
- Authorization to access the premises.

2.1.2 The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the works ONLY.

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

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

- Detailed Engineering design package for the 7 MW comprises of on-ground grid tie solar energy plant, carport PV solar and a vertical axis wind turbines;
- TNPA personnel must be trained and involved in the development of the detailed design; and
- All designs are not approved unless so sanctioned by the *Employer*.

2.3 *Review and Acceptance of Contactor Documentation*

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

2.3.2 In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

2.4 Other requirements of the *Contractor's* design

2.4.1 The *Contractor's* design complies with the following:

All latest revisions of the regulations, standards, etc, applicable to the *'Works'*; and
 All designs are not approved unless so sanctioned by the *Employer*.

2.5 Use of *Contractor's* design

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

2.6 *As-built drawings, operating manuals and maintenance schedules*

- 2.6.1 The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format and hard copy drawings and all other requirements needed to enable the *works* to function. The *Contractor* provides the following:
- a. The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format, hard copy drawings and all other requirements needed to enable the works to function.
 - b. The as-Built/Final Documentation. In undertaking the *'Works'* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *'Contractor Document Submittal Requirements'* as stated by the *Employer*.
 - c. Installation, Maintenance and Operating Manuals and Data Books. In undertaking the *'Works'* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *'Data Books and Manuals'* and the *'Contractor Documentation Submittal Requirements'* as stated by the *Employer*.

2.7 Approval of *Contractors'* design

- 2.7.1 The *Contractor* shall appoint qualified Engineering Council of South Africa (ECSA) registered Engineers or Technologists to approve and sign off on all the *Contractors* designs before submitting to the *Employer* for acceptance.

3 Construction

3.1 Temporary *works*, Site services & construction constraints

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

- a. The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe operations to and around the Site at all times. This shall entail the provision of protective barriers, signs, etc. for the protection and direction of people within the precinct;
 - b. The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site or surrounding. The Site is located within a designated Secure Area, and accordingly, all access into the area will be through a gate with access control. The *Contractor* shall keep the access gates/doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Project Manager*;
 - c. The *Contractor* shall obtain the necessary entry permits for all staff working within the area per the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card;
 - d. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*;
 - e. The site establishment area shall be signposted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from the site and comply with OHS Act 85 of 1993;
 - f. The *Contractor* is responsible for the security of the *Works* until completion and handover and must make his arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose;
 - g. The fullest collaboration between the *Contractor*, the *Employer's* Operations/Services Manager, and the *Project Manager* is essential regarding the continued operations of the *Employer*; and
 - h. Housing of the *Contractor's* people on site is not permitted.
- 3.1.2 The *Contractor* shall comply with the following requirements of the *Employer*.
As per paragraph 3.1.1 above.
- 3.1.3 People restrictions on Site; hours of work, conduct, and records:
- a. The working hours shall be under the requirements of the South African Department of Employment and Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* before the commencement of the proposed working hours; and
 - b. The *Contractor's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action;

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

3.1.5 Health and safety facilities on Site:

At all times during construction, the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this to H & S requirements in addition to those of the OHS Act and Regulation (85 of 1993, CR 2014).

3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest:

The *Contractor* shall perform the *Works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

3.1.7 Cooperating with and obtaining acceptance of others

- a. During the contract, departments of Transnet, Tenants, and other *Contractors* may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions;
- b. At least some of the Site work may take place while the adjacent areas will be in operation. The *Contractor* shall take all necessary steps for his *Works* not to interfere with operations and to ensure that normal traffic flow around the site is not affected; and
- c. The success of the project depends on the effective co-operation of all *Contractors* on site, and the *Contractor*, if necessary, must discuss his program on a day-to-day basis with the *Project Manager* to ensure effective coordination.

3.1.8 Risks

The *Contractor* will be required to provide method statements, risk assessments, job safety analyses and the like, which shall specifically include measures to mitigate risks at identified high-risk locations. Particular risks that have already been identified at such locations are outlined in 3.1.9.1 to 3.1.9.5 below:

3.1.9.1 Camps and Laydown Areas

Shipment, loading and off-loading.

3.1.9.2 Earthworks

- a. Haulage to and from Site, including designated stockpile area.
- b. Dealing with dust and water.
- c. Preservation of topsoil and restoration of Site, in line with the environmental management plans.

3.1.9.3 Relocation and Protection of Services and Infrastructure

- a. It is not foreseen that any existing services and/or infrastructure have to be relocated, however if required, Risk assessments, method statements and procedures must be compiled and approved by the *Employer* for these works, including in particular the tie-in of the existing and relocated sections of these services.
- b. Measures for the protection of any existing or new services and/or infrastructure shall also be documented. Risk assessments, method statements and procedures shall be approved by the *Employer* prior to commencement of works near such services and/or infrastructure.

3.1.9.4 Tie-Ins, Switch-Overs and Commissioning of Electrical Services

- a. The *Contractor* shall compile detailed procedures, including risk assessments, for all electrical tie-ins, switch-overs and commissioning of electrical installations.
- b. These procedures shall be submitted to the *Employer* for approval well in advance of any such activities, no less than eight weeks prior to the commencement of these works.

The above lists do not constitute a comprehensive schedule of such risks, but are intended only as an initial guideline to the *Contractor*

3.1.9 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish an article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately before the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the number of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference;
- Photograph file reference;
- Date of Photograph; and
- Subject matter.

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

3.1.11 *Contractor's* Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times. All equipment necessary for the *Works* shall be provided and allowed for by the *Contractor*.

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

Equipment provided by the *Employer*. No Equipment will be provided by the *Employer*.

3.1.13 Site services and facilities:

- a. When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas;
- b. An electric supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting and for cabling in the working area;
- c. A potable water supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting in the working area;
- d. The *Contractor* shall make his arrangements for the supply of other services such as fire protection, lighting, and all other services required for undertaking the *Works*; and
- e. Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.14 Facilities provided by the *Contractor*:

- a. The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:
 - i. Layout drawing of the proposed *Contractor's* facilities;

- b. The *Contractor* must ensure that the working area is well lit and obstacles and hazards are marked;
 - c. The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*;
 - d. The *Contractor* must make his arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may only be used upon the approval of the *Employer*;
 - e. The *Contractor* must make his arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*;
 - f. The *Contractor*, within fourteen days after completion, must completely remove from the site all his plant, materials, equipment, stores, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the *Project Manager*. No excess or discarded materials, plants, or stores may be buried or dumped within the *Employer's* boundaries; and
 - g. Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.15 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.16 Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.17 Existing premises, an inspection of adjoining properties and checking work of Others
- The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.
- For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out before occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable.

3.1.18 Survey control and setting out of the works

Immediately after the starting date, and before final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example, location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalized with the *Project Manager* before the final design of the equipment.

3.1.19 Other existing services, cable and pipe trenches and covers

The *Contractor* must, in collaboration with the Supervisor, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the Supervisor. The *Contractor* shall not repair any such service unless he is instructed to do so.

3.1.20 Where the *Contractor* encounters other existing services / existing services cables/pipe, the *Contractor* should notify the *Project Manager*.

3.1.21 Control of noise, dust, water, and waste

All Site activities must comply with the relevant parts of legislation.

3.1.22 The *Contractor* notifies the *Project Manager* of the elements of the works which are to be covered up.

3.2 Completion and correction of Defects

3.2.1 The work to be done by the Completion Date

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

3.2.2 Use of the works before Completion has been certified

In terms of *Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.*

3.2.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the *Employer*.

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

Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted.

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

Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 *Employer's Works* Information at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 *Employer's Works* Information.

3.3 Testing and Commissioning

3.3.1 Commissioning of the plant shall be done according to the following high-level procedures:

3.3.1.1 The *Contractor* shall arrange for Factory Acceptance Testing of selected Electrical and Mechanical Plant as required by the *Employer's* Engineers at the Supplier's Premises before any Plant is despatched to site.

3.3.1.2 The Factory Acceptance Testing shall be witnessed by the *Employers* Engineers, but in doing so; the *Employers* Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.1.3 The *Contractor* shall arrange Site Acceptance Testing for the selected Plant when it arrives on Site.

3.3.1.4 The Site Acceptance Testing shall be witnessed by the *Employers* Engineers, but in doing so; the *Employers* Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.1.5 The installation shall be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the Works are substantially complete.

3.3.2 The *Contractor* shall provide adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.

- 3.3.3 The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.
- 3.3.4 The commissioning process shall, after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions.
- 3.3.5 The *Contractor* shall prove the full operation, working and compliance of the installation in accordance with the specifications.
- 3.3.6 A detailed programme of the planned commissioning procedures shall be submitted to the Project Manager and *Employer's* Engineers at least 14 days before commissioning commences.
- 3.3.7 The commissioning programme shall include, but is not limited to:
 - 3.3.7.1 A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
 - 3.3.7.2 Commissioning check sheets, and
 - 3.3.7.3 Commissioning programme dates and duration.
- 3.3.8 The *Contractor* shall supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers etc. required to test and commission the complete *Works*.
- 3.3.9 An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.
- 3.3.10 The *Contractor* shall perform any and all tests as required by any Sections or Clauses of the *Works* Information and any and all tests required by the *Employers* Specifications annexed thereto, and any and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the *Employer's* Engineers and the *Project Manager*.
- 3.3.11 Testing and commissioning is considered part of the *Works* and is to be done before completion.

4 Plant and Materials Standards and Workmanship

4.1 Scope of works

4.1.1 Description of works

The Scope of works outlined shall be applicable for this project. The *Contractor* shall submit proposed activities to be undertaken as part of the major activities in the design, build, install, test, and commission of the work. These shall include key activities such as Feasibility, Engineering Designs, Construction, training of TNPA personnel and operational & Maintenance specifications. The activities comprising the *Works* that must be completed by the *Contractor* to the total satisfaction of the *Employer*, enabling the *Employer* to formally acknowledge and accept the *Works* completion by

issuing a Completion Certificate to the *Contractor*, approve the quality and workmanship of the *Works* and finally take ownership, via a formalised handover process, of the *Works*. The *Contractor* shall share each completed activity with TNPA team for approval before the activity is paid.

The Scope of *Works* pertinent to the construction work are inclusive of inductions, permitting, all SHERQ requirements as per the *Employer's* requirements, risk assessments by relevant authorities as determined by the *Employer* and Statutory Bodies, inspections and audits, planning, all of the following listed items required to undertake to complete scope works, access requirements for plant, materials, certification of equipment, procurement, offloading, material and equipment handling, storage, testing, modifications, welding, bolting, production, corrosion protection, trial fitting, transportation, civil, mechanical, electrical and control installations complete and control system hook-ups, terminations and wiring which include the supply of all cabling, testing, punch listing, commissioning, trial operation, handover and project management and any other requirements not specifically mentioned but required as per industry and engineering and construction legislation and requirements.

The *Contractor* confirms by its tender submission that all necessary and required equipment, tools, materials of construction and personnel to properly perform the *Contractors* obligations under this contract have been understood by the contractor and meet the *Employer's* requirement. This shall be inclusive of:

- **Project Management of the execution of the *Works***
 - Procurement;
 - Planning which includes schedule, costing and reporting to the *Employer*;
 - The production and implementation of QCP`s to demonstrate compliance with the requirements of the Contract;
 - Site Supervision;
 - Construction Management;
 - Management of project to ensure it is delivered on time, within budget, within scope and the right quality;
 - Scheduling of meetings and reporting; and
 - All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*.
- **Engineering Designs and Studies**
 - Detail design and energy simulation of the new solar plant and wind turbine system;
 - Train and involve TNPA personnel when developing detailed design;
 - TNPA approval for the system capacity, design and layout;
 - Required grid studies supply and installation of all materials required to complete the system;
 - Detail scope of work;

- Facilitating the Environmental Authorization Assessment process and other applicable environmental processes such as Tree Removal Permit;
- Civil engineering requirements within the plant area;
- Single line diagrams;
- Construction plan;
- Bill of Material; and
- Risk Management Plan.
- **Construction work (see site information of geographic location of the sites and sizes on Annexure1 attached)**
 - Grid tied solar plant system and wind turbines including distribution infrastructure as per detail design;
 - On-ground solar PV and carport PV system (comprises of construction of the carport and installation of solar PV);
 - Vertical axis wind turbines as per detail design;
 - Installation including support structures, PV panels, DC and AC wiring, inverters, distribution, boards, data loggers, SCADA;
 - Site inspections, surveys and any specialized testing;
 - Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirement;
 - All the completed civil, mechanical and electrical *Works* shall be corrosion protected as required for steelwork;
 - Testing and commissioning which includes issuing of test reports, O&M manual and certificate of compliance; and
 - Removal and safe disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* to an approved dump.
- **Equipment and Material**
 - Selection of material should be read in conjunction with the technical specification;
 - All specialized tools required to complete the installation;
 - Procure of equipment (includes material) and transportation;
 - Workshop and offsite inspection and testing;
 - Factory acceptance testing and any other performance testing of equipment as instructed by the *Employer* and to the *Employer's* satisfaction before the equipment is sent to the site and on-site delivery; and
 - Supply of any spares required for 12 months operating period.
- **Operational and maintenance requirements**
 - Maintenance Strategy;
 - Annual maintenance and service level agreement; and

- Operating and maintenance training.
- **Documentation to be handed over to TNPA (Native file)**
 - Details design;
 - Supply of all the *Contractors* documentation including “as-built” marked up drawings, operation and maintenance manuals in sufficient detail to enable the *Employer* to maintain and repair the works together with all test certificates; and
 - Any other relevant documents pertaining to this project.

4.2 Employers Requirements

The *Employer* requires that the *Contractor* shall submit with its tender:

- Detailed method statements describing the approach that to be taken by the *Contractor* to effectively execute the scope of work. The *Contractor* must show an in-depth understanding of the core requirements of the scope of work for the design, build, test, commission, operate, and maintain the 7 MW grid-tied renewable energy plant that has a battery energy storage system for the Port of Ngqura. The renewable plant comprises of both the solar PV system (6 991 kW) and vertical axis wind turbine (9kW). The battery energy system must be able to meet the baseload of 2 MW for 24 hours.
- The *Contractor* has their own methodologies (Construction methodology, Health & Safety, Environmental, procurement, Risk Management , which describe and elaborate the procedures that will be used to execute the scope. The *Contractor* shall be required to update and submit a revised methodology (for *Employer* acceptance) for the 7 MW plant system work once the detailed design has been completed and the *Contractor* has had an opportunity to conduct further site investigations.
- The method statement should be well organized for the effective control of information between the *Contractor* and *Employer*, ensuring that the costs and timelines are properly controlled for the *Employer's* advantage. It should also allow enough flexibility to foster a productive and collaborative project environment.
- The method statement must outline the approach to be taken covering the items, namely; Project Management, Engineering Design and Studies, Procurement, Methodology, Quality Control Procedures and Time Risk Allowance.
- Level 4 construction schedule in Microsoft Office Project format (2016 or earlier) or Primavera for the project in sufficient detail to show minimum; start date, task, duration, success, predecessor, Gantt chart and end date that the *Employer* is able to determine the suitability and technical advantages of the tenderers submission, and specifically able to ascertain why

the tenderers submission is technically compliant and superior in respect of the construction methodology and techniques that the tenderer is proposing.

4.3 Summary of the General Requirements for the Works

A summary of the *Employers* requirements for the execution of the *Works* is outlined but is provided for introductory purposes only and is not exhaustive of the *Employers* requirements. The *Works* will be delivered through a turnkey solution where will be required to design, build, install, test, and commission the 7 MW solar PV and vertical axis wind turbine plant system that has a battery energy storage system for a period of 7 years (2 years for construction and 5 years for operations and maintenance).

The *Contractor* shall be responsible for any statutory approvals over and above those that may have already been undertaken by the *Employer*. On completion of the *Works* by the *Contractor* to the *Employers* satisfaction and approval, the *Contractor* shall take full responsibility for the testing, commissioning, and handover of the facility to the *Employer*.

The *Contractor* confirms by its tender submission that all necessary and required equipment, tools, materials of construction and personnel to properly perform the *Contractors* obligations under this contract have been understood by the *Contractor* and meet the *Employer's* requirement as outlined in section 4.1.

4.4 Contractors Acceptance of the Information Provided by the Employer

The acceptance of the descriptions, specifications and requirements contained herein shall not relieve the *Contractor*

of its responsibilities in terms of the construction requirements and its relation to the applicable codes and standards, *Employers* requirements, legislation and engineering good practice.

The preparation of the *Contractor's* Documents for the *Works* shall be the responsibility of the *Contractor*. The *Contractor* shall ensure that its execution and completion of the *Works* comply with the Laws in the Country, the documents forming the Contracts and good engineering and construction practices, methods, equipment and procedures usually employed in engineering, design, procurement, construction, operation and maintenance.

4.5 Applicable Codes and Standards

The following Standards are applicable:

- BS: British Standards
- ISO: International Organization for Standardization

- SANS: South African National Standards
- IEC: International Electro-Technical Commission

The following Codes are applicable:

- BS 8007 – Water Retaining Structures
- SANS 1200 A – General
- SANS 1200 C – Site Clearance
- SANS 1200 D – Earthworks
- SANS 1200 DB – Trenches
- SANS 1200 LB – Bedding (Pipes)
- SANS 1200 LC – Cable Ducts
- SANS 1200 LE – Stormwater Drainage
- SANS 1200 MF – Bases
- SANS 1200 MH – Asphalt Base and Surfacing
- SANS 1200 AH – General (Structural)
- SANS 1200 G – Concrete
- SANS 1200 H – Structural Steel
- PART S - Persons with disabilities
- PART T - Fire Protection
- PART W - Fire Installation
- PART XA - Energy usage in buildings.
- SANS 10252-1 - Water Supply and Drainage for Buildings – Part 1: Water Supply Installations for Buildings.
- SANS 10252-2 - Drainage Installation for buildings
- SANS 241-2 - Drinking-Water.
- SANS 1091: 2012 – ED 2 - National Colour Standard.
- SANS 1128 – 1 and 2 - Installation, Maintenance and Servicing of Fire Hydrants
- SANS 1186 - Fire Escape and Fire Equipment Signage.
- NFPA standard - Clean agent fire extinguishing systems

- SANS 2001-CC1 – Construction works – Part CC1: Concrete *Works* (Structural)
- SANS 2001-CS1 – Construction works – Part CS1: Structural Steelwork
- SANS 10100-1 – The structural use of concrete Part 1: Design
- SANS 10100-2 – The structural use of concrete Part 2: Materials and execution of work
- SANS 10144 – Detailing of steel reinforcement for concrete
- SANS 10160 – Basis of structural design and actions for buildings and industrial structures
- SANS 10162-1 – The structural use of steel Part 1: Limit-states design of hot-rolled steelwork
- SANS 10162-2 – The structural use of steel Part 2: Cold-formed steel structures
- SANS 10400 – The application of the National Building Regulations
 - PART A – General Principles and Requirements
 - PART B – Structural Design
 - PART C – Dimensions
 - PART D – Public Safety
 - PART F – Site Operations
 - PART G – Excavations
 - PART H – Foundations
 - PART O – Lighting and Ventilation
- SANS 10142 -1 - Code of Practice for the wiring of premises.
- SANS IEC 60614 (1) - General requirements of conduits.
- SANS 61035 - Installation of Conduit Fittings.
- SANS 1507 & 1574 - PVC Insulated Single Core Voltage Conductors.
- SANS 1464 and IEC 598-1 - Mounting & Positioning of Luminaries.
- SANS 10389-1 Exterior lighting, Part 1: Artificial lighting of exterior areas for work and safety.
- SANS 10098-1 Public lighting, Part 1: The lighting of public thoroughfares.
- SANS 10225 The design and construction of lighting masts as amended
- SANS 1973/61439 - Distribution Boards.
- SANS 1973-1 - Low voltage switchgear & control gear
- SANS 10313 - Code of Practice for the Protection of Structures against Lightning.

- Occupational Health & Safety Act 85 of 1993.
- The Local Authority by-laws and any special requirements for the district concerned.
- Local Fire Regulations.
- National Building Regulations
- SABS 0140-1978 - Identification colour marking
- Machinery and Occupational Safety Act

The system shall be designed to meet the following standards:

- IEC 62116, Utility-interconnected photovoltaic inverters –Test procedure of islanding prevention measures.
- SANS 60364-7-712/IEC 60364-7-712, Electrical installations of buildings – Part 7-712: Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems.
- SANS 61215/IEC 61215, Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval.
- IEC 62109 : Safety of power converters for use in photovoltaic power systems: all Parts IEC 61727: Photovoltaic (PV) Systems - Characteristics of the Utility Interface.
- IEC 60068: Environmental Testing.
- IEC 61683: Photovoltaic Systems - Power Conditioners - Procedure for Measuring Efficiency.
- IEC 62446-2:2020 Photovoltaic (PV) systems - Requirements for testing, documentation and maintenance - Part 2: Grid connected systems - Maintenance of PV systems
- IEC 62930: Electric cables for photovoltaic systems with a voltage rating of 1,5 kV DC (SANS 62930).
- IEC 62852 / SANS 62852: Connectors for DC-application in photovoltaic systems - Safety requirements and tests.
- Osh Act – Republic of South Africa Occupational Health and Safety Act, Act 85 of 1993.
- NRS 097 Part 2: Small scale embedded generation (all part 2 series)
- Grid connection code for renewable power Plants (RPPs) connected to the electricity Transmission system (TS) or the distribution System (DS) in South Africa (latest edition)

The *Contractor* shall refer to the latest standard and codes available.

4.6 Employer specifications

4.6.1 Manufacturer's instructions and specifications

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications.

4.6.2 Use of locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

4.6.3 Samples

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the Project manager. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (2m²). These approved samples shall remain on site for the duration of the *Works*.

4.6.4 Mortar Joints

Mortar joints to face brickwork generally shall be 10mm in thickness (unless otherwise specified) with level bedding joints, vertical perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

4.6.5 Partitions

Fire rating certificate to be provided.

4.6.6 Protection of works

The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation after the work.

4.6.7 Responsibilities of the *Contractor*

a) Subcontractors

- Any work which Tenderers intend subcontracting must be listed in the Tender showing the names of the intended *Contractor*. If these are deemed suitable then no deviation will be permitted without the authorization of the *Employer*.

b) Ordering of Equipment and Materials

- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of equipment and materials. All other activities which must proceed with the placing of orders must be taken into account when the *Contractor* schedules his activities.
- c) Storage of Materials and Equipment
- The *Contractor* shall be responsible for the proper storage of all materials and equipment on site to ensure protection against the elements, damage by impact, dirt, builder’s rubble dust theft etc.
- d) Protection of the *Works*
- The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for the protection of the works against such damage until handover to the Client.
- e) Accessibility
- The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices which require reading adjustment, inspection, repair removal or replacement.
- f) Operating and Maintenance
- The *Contractor* shall be responsible for annual maintenance of the plant for the specified as well as conduct operating and maintenance training.
 - Develop and share the maintenance strategy for the plant.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

The project drawing register is attached as an Annexure

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
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Kick-off meeting to outline the project's purpose, dive into details and discuss next steps.	Once-off	On site	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	On site/teams	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Close out meeting to ensure all the deliverables are completed and that there are no outstanding issues or work.	Once-off	On site	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)

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

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

6.2 Health and Safety Management

The Principal *Contractor* complies with the following Health and Safety requirements, but not limited to:

- Transnet Health and Safety Project Specification;
- Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
- Transnet health and safety policies and procedures; and
- National Road Traffic Act.

The Principal *Contractor* ensures that its *Contractors* comply with the above-mentioned requirements. The *Employer* will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's)

participation, safety initiatives, etc.

The Principal *Contractor* makes the Health and Safety specification available to its employees and *Contractors* in the language of this contract and other local languages as required.

The Principal *Contractor* conducts a method statement, risk assessment and safe work procedures pack per activity prior to carrying out that activity on the Site to the approval of the *Project Manager*.

The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the Principal *Contractor*, and his key persons with respect to the HAS specification, are contained within (Health and Safety Project Specification).

The Principal *Contractor* shall appoint a full time CHSO per shift, registered with SACPCMP for the duration of the works, the number of which depending on the scope, complexity, and high risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of *Contractors*) have been completed.

The CM is responsible, within the context of the HAS project Specification, for Health and Safety on the site and reports to the *Project Manager*. The CM specific tasks are detailed in the Health and Safety Project Specification, CM must be registered with SACPCMP as required by section 18 of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000).

All items of plant, equipment and vehicles travelling within the site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

All employees of the Principal *Contractor* will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing. Medicals to be done by an Occupational Medical Practitioner (OMP).

Trainings as stipulated in the HS project specification will be completed by relevant Principal *Contractor* employees before the commencement of the project

All will comply with PPE requirements as mentioned in this document as well as Health and Safety

Project Specification taking note that only long sleeve pants and shirts are allowed to be worn on site in addition to the compulsory project PPE requirements.

Transportation of employees will not be allowed at the back of LDV's, even those fitted with a canopy.

All permit costs required for any activities relating to the project shall be for the Principal *Contractors/Contractors* account.

All employees and visitors to undergo daily alcohol testing by a trained person and calibration certificates to be available upon request.

The Principal *Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the site. A health and safety file to be submitted by the Principal *Contractor* and all *Contractors* for acceptance by the *Employer* or *Employers* representative before site access can be granted. In addition, sufficient time to be allowed for health and safety file to be approved by TNPA HS Department.

6.3 Environmental constraints and management

The *Contractor* shall for both Bankable Feasibility and Execution phases comply with the following:

- 6.3.1 The *Contractor* shall comply with the following minimum environmental requirements during the design, construction and operational phase of the project; The *Contractor* at all times shall comply with all relevant statutes relating to various aspects of Environmental as well as associated regulations that will include but not limited to the National Environmental Management Act, Act 107 of 1998, Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Air Quality Act 39 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998;
- 6.3.2 All work is to be conducted in accordance with the principles of the National Environmental Management Act, Act no 107 of 1998 but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted international environmental good practices.
- 6.3.3 The *Contractor* must, upon confirmation of the required environmental authorisations, permits and licensing processes that will be triggered by the proposed project, procure and appoint a suitably qualified, experienced and registered Environmental Assessment Practitioner (EAP) to apply for and obtain required permits, licences and authorisations.

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- 6.3.4 EAP shall be professional registration with SACNASP and EAPASA with relevant experience in marine and Coastal Environment.
- 6.3.5 The *Contractor* will be responsible for managing the EAP and Specialist Studies to ensure that all processes are delivered within budget and on schedule.
- 6.3.6 EAP together with his team will be responsible for the status quo assessment of the biophysical attributes that may be impacted by the design, build, operate and maintain a 7 MW TNPA Renewable Energy Plant in the Port of Ngqura. This can be achieved by reviewing previous specialist studies undertaken in the Port of Ngqura, to be provided by the *Employer*, and identify gaps where applicable. The EAP shall conduct additional specialist studies taking into account national, provincial and local guidelines for various specialist investigations where gaps are identified.
- 6.3.7 It is the responsibility of the EAP to provide and manage the necessary resources required to carry out all aspects of the assignment.
- 6.3.8 All required Project Environmental Specifications (PES) (licences and permits) must be obtained at their own cost by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.
- 6.3.9 The EAP must provide Authorisations/permits/licence schedule with clear timelines and key milestones aligning with project schedule.
- 6.3.10 The *Contractor* shall provide its own Environmental Functional Execution Plan (EFEP) outlining how they will deliver on the service required. The EFEP to address the Project Lifecycle Process from bankable feasibility to hand over. To this end, the *Consultant* will be required to undertake all environmental related risks, planning and management requirements associated with the proposed project.
- 6.3.11 The *Contractor* shall ensure that all authorisations, permits and license conditions are implemented and complied with during the execution phase of the project. This shall include implementation of and compliance with an approved Construction Environmental Management Programme (CEMP_r) developed as part of the environmental authorisation process.
- 6.3.12 All work shall be undertaken according to Transnet Governance Framework and the *Contractor* must conform to the following Transnet procedures:
- Transnet Integrated Management System (TIMS) Policy Commitment Statement.
 - Transnet Construction Environmental Management (CEM) Rev 0.
 - Minimum Environmental Standards for Construction (MES_C) Rev 2.
 - Project Environmental Specifications (PES) (licences and permits)

- 6.3.13 The CEP describes the main roles and responsibilities of the project team with respect to Environmental Management.
- 6.3.14 The MESC sets out the minimal environmental acceptable standards for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.3.15 The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the CEM and MESC. The PES may require higher minimal standards than those described in the CEM and MESC as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Tree Removal Permit, Waste Management Licences, etc.); Environmental Management Programmes/Plans.
- 6.3.16 The *Contractor* shall ensure that all authorisations, permits and license conditions are implemented and complied with during the construction phase of the project. This shall include implementation of and compliance with an approved Environmental Management Plan (EMPr) developed as part of the environmental authorisation process.
- 6.3.17 The *Contractor* shall as part of Environmental Returnable Schedule include the following:
- Environmental Policy Statement signed by top management, which as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS;
 - Must explain their internal environmental management system (EMS) approach and attach the EMS manual/guidance document, as part of the overall quality management system.
 - Must submit an Environmental Functional Execution Plan (EFEP) outlining how they intend to undertake the Environmental & Social Governance and Sustainable Development assessments for each Project Lifecycle Process (Feasibility to hand over).
 - The EFEP must include an environmental organisational structure depicting roles and responsibilities of environmental resource(s) that will be assigned to the project on execution phase; with the relevant environmental qualification(s) and environmental management

experience for the implementation and ensuring compliance with PES requirements on the projects of similar nature.

- The *Contractor* must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference

6.3.18 The *Contractor* shall appoint an Environmental Officer (EO) monitoring construction to ensure compliance to environmental legislation and conformance to relevant standards, responsible for the implementation of rehabilitation phase and its requirements of all areas impacted as the results of the project to the satisfaction as detailed in the CEMPr.

6.3.19 The *Contractor* must take note of various environmental monitoring requirements during construction, as specified in the PES and must make adequate allowance for undertaking specified monitoring.

6.3.20 The *Contractor* shall take note of the environmental sensitivity of the Project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the Site and around any no-go areas that may be pointed out by the Project Environmental Manager. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the *Employer's* Construction Manager and Project Environmental Manager.

6.3.21 To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of. The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

6.3.22 The appointed EO shall be responsible for ensuring that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractor* cost.

6.4 Quality assurance requirements

The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for *Contractors* and Suppliers **(TNPA-QUAL-REQ-14.1)**.

The *Contractor's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

- Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
- Project Quality Plan (PQP) for the contract shall cover project scope and be aligned to General Quality Requirements for *Contractors* and Suppliers **(TNPA-QUAL-REQ-14.1)**.
- CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in Renewable Energy projects.
- Quality Control Plan MUST cover all Engineering works applicable to the project and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

6.4.1 Quality Manual

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

6.4.2 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The *Contractor's* PQP shall provide a description of how documents provided by the *Employer* to the *Contractor* are to be managed. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Project Quality Plan.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the *Employer* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

6.4.3 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative as referenced on bullet 3 above. The Quality representative will be responsible to ensure that the PQP requirements are implemented on site. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

6.4.4 Quality Data Book Index

The *Contractor* shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

6.4.5 Quality Control Plan

- The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared on the *Contractors / Suppliers* standard format.
- Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- The *Contractor / Supplier* shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

6.5 Programming constraints

6.5.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted to the *Project Manager* prior to commencement of works.

6.5.2 Progress monitoring and review

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

- percentage complete;
- forecast completion date;

- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*; however, any identified deviations shall be automatically reported to the *Project Manager*.

6.6 Contractor's management, supervision and key people

The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two).

6.7 Insurance provided by the Employer

The insurance provided by the *Employer* with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 meters of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages; and
12. War, nuclear risks.

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract. The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form. Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.8 Contract change management

6.8.1 No additional requirements apply to ECC Clause 60 series.

6.9 Provision of bonds and guarantees

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

6.9.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.9.3 The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* shall not affect the *Employer's* right to termination stated in this contract.

7 Procurement

7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done openly and fairly that supports and drives a competitive economy. Underpinning our process are several acts and policies that any *Contractor* dealing with Transnet must understand and support. These are:

- The Transnet Goods and Services Procurement manual;
- 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 (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet *Contractors* of Transnet's expectations regarding the behaviour and conduct of its *Contractors*.

7.2 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. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

7.2.1. Transnet will not participate in corrupt practices and therefore expects its *Contractors* to act similarly.

- 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 *Contractors*.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.

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

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

- *Contractors* are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely to increase B-BBEE spend (fronting)

7.2.3. Transnet’s relationship with *Contractors* requires us to clearly define requirements, exchange information and share mutual benefits.

- Generally, *Contractors* have their own business standards and regulations. Although Transnet cannot control the actions of our *Contractors*, 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- *Contractors* must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the *Contractor* is expected to participate in an honest and straight forward manner.
- *Contractors* must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

7.3 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.

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

7.4 The *Contractor’s* Invoices

- 7.4.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.4.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.4.3 The invoice states the following:
 - 7.4.4 Invoice addressed to Transnet SOC Ltd;
 - 7.4.5 Transnet SOC Limited's VAT No: 4720103177;
 - 7.4.6 Invoice number;
 - 7.4.7 The *Contractor's* VAT Number; and
 - 7.4.8 The Contract number.
 - 7.4.9 The invoice contains the supporting detail.
 - 7.4.10 The invoice is presented either by post or by hand delivery.
 - 7.4.11 Invoices submitted by post are addressed to:

Port of Ngqura

Transnet National Ports Authority

PO Box 162

Port Elizabeth

6000

For the attention of The *Project Manager*, Transnet National Ports Authority

- 7.4.12 Invoices submitted by hand are presented to:

Transnet National Ports Authority

eMendi building

Neptune Road

Port of Ngqura

6000

For the attention of The *Project Manager*, Transnet National Ports Authority

- 7.4.13 The invoice is presented as an original.

7.5 People

- 7.5.1 Minimum requirements of people employed on the Site

The *Contractor* shall ensure that all his people on the site work under the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee. The *Contractor* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

7.5.2 The *Contractor* complies with the following PIRPMP.

7.6 B-BBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16
Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6
Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 20 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For

example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 6 points will be awarded 8 preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also 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.

Tenderers with no accreditation will score zero points for preferencing.

7.7 Subcontracting

7.7.1. Preferred subcontractors

The *Contractor* shall submit his schedule of proposed subcontractors for the acceptance of the *Project Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed subcontractors, unless discussed with, and accepted by, the *Project Manager*.

7.7.2. Where the *Contractor* employs a Subcontractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-contractor complies with the CEMP, SES and PES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

7.7.3. Where the *Contractor* employs a Sub-contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-contractor complies with the PIRPMP (described under paragraph 4.1.1 of the *Works Information*) as appropriate and that the sub-contract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

7.7.4. Limitations on subcontracting

The *Contractor* shall not appoint or bring subcontractors onto site without the prior approval of the *Project Manager*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

7.7.5. The *Contractor* shall not deviate from the approved subcontractors list without prior approval of the *Project Manager*.

7.7.6. Attendance on Subcontractors

The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

7.7.7. Quality system requirements shall be applied on all sub-contracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Contractor* must notify the *Project Manager* of all inspections at his sub-Contractors at least 3 working days in advance of such inspections. The *Contractor* must ensure that his sub-*Contractor* has the relevant quality management plans available at such inspections. The Supervisor will give the *Contractor* 24-hour notice in writing of his intention to be present at the inspections.

7.8 Plant and Materials

7.8.1. Plant & Materials provided "free issue" by the *Employer*

No plant or materials are provided as "free issue" by the *Employer*.

7.9 Contractor Liability

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

7.9.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

7.9.3. The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet;

7.9.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

7.9.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on-site details of the plan.

7.10 Industrial Action By *Contractor* Employees

- 7.10.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 7.10.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 7.10.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
- 7.10.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- 7.10.3.2. The Industrial Action Report must provide at least the following information:
- The industrial incident report;
 - Attendance register;
 - Productivity/progress to schedule reports;
 - Operational contingency plan;
 - Site security report; and
 - Industrial action intelligence gathered.
- 7.10.3.3. The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.
- 7.10.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.
- 7.10.3.5. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 7.10.3.6. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- 7.10.4. The *Contractor* performs the works having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.
- 7.10.5. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

7.10.6. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* concerning IR issues are stated in the paragraphs following:

7.10.7. The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.10.8. The PIRM specific tasks are:

- To complete the PLA before the Contract Date; and
- To assign specific duties to the PSIRM.

7.10.9. The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.10.10. The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the Project Manager.

7.10.11. The SIRM specific tasks are:

7.10.12. To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the Project Manager) with respect to IR issues under the SIP.

7.11 Technical requirements

The *Consultant* in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

7.12 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7.13 Facilities and equipment to be provided by the Employer

No facilities or equipment is provided by the *Employer*. The *Consultant* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near site.

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

C3.2 ANNEXURES

Annexure reference	Title	No of page
	This cover page	
	<i>Employer's Works</i> Information	
C	Project Technical Specification	
D	Drawings	
E	Environmental Management Specification	
F	Health and Safety Specifications	
F	QAL-STD-0001 General Quality Requirements for Contractors and	
G	Suppliers	
Total number of pages		

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Document reference	Title	No of page
D	This cover page Drawings	
	Total number of pages	

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DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Document reference	Title	No of page
E	This cover page Environmental Management Specification	
	Total number of pages	

TRANSNET NATIONAL PORTS AUTHORITY

DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

Document reference	Title	No of page
F	This cover page Health and Safety Specifications	
	Total number of pages	

TRANSNET NATIONAL PORTS AUTHORITY

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Document reference	Title	No of page
G	This cover page QAL-STD-0001 General Quality Requirements for Contractors and Suppliers	
Total number of pages		



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DESCRIPTION OF THE WORKS: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF A 7 MW SOLAR PV AND VERTICAL AXIS WIND TURBINE FOR A PERIOD OF 7 YEAR (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF NGQURA.

PART C4: Site Information

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.”

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

DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

General description

The figures below show the geographic locations of available sites identified to construct the solar PV system that comprises of on-ground, building rooftops and carports as well as the vertical axis wind turbines system that will generate the required demand of 7 MW. A basic environmental impact assessment must be conducted for the on-ground sites.

Figure 1 below shows the available sites for the onshore solar PV plant (area is approximately 2.5 hectares) and buildings for available for rooftop solar PV system. The blue square is the main substation of the port.

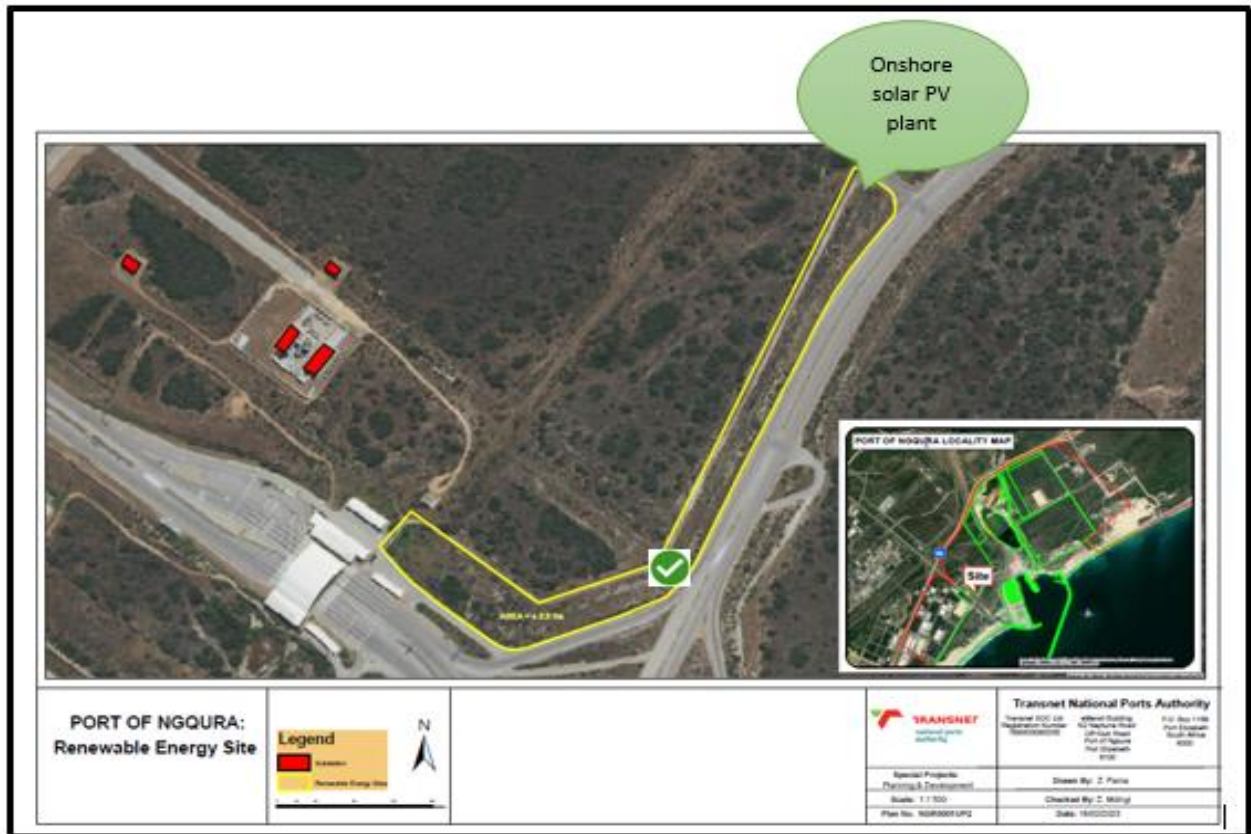


Figure 1: Site for ground-mounted and rooftop solar PV plant

Figure 2 below shows other sites. (1) the carport with an area of approximately 1.75 hectares; (2) the ticks show the potential building rooftops for solar PV installation; and (3) the approximately 2.46 hectare area will not all be used as there is a project planned, but rather 0.46 hectares will be used, but the basic environment assessment is for the entire area.



Figure 2: Available sites for the carport at TPT

Figure 3 depicts the available sites to construct the carport solar PV system and install the vertical axis wind turbine. The red block is the substation, which the building's roof will use to install the solar PV.

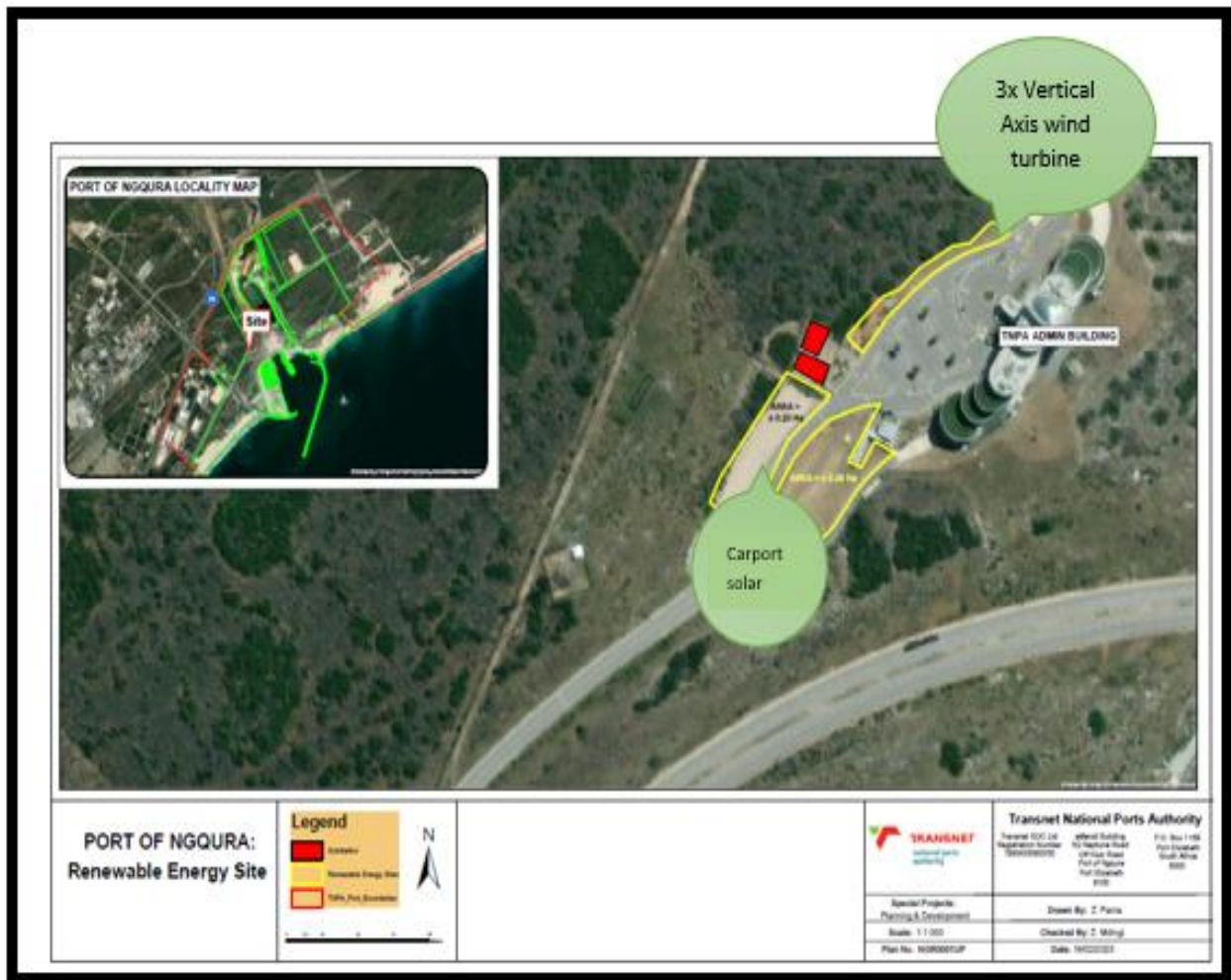


Figure 3: Available sites for the carport and wind turbine

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

The existing building information are indicated in Figures. Further information regarding the other services can be shared after awarding of the contract.

Subsoil information

No subsoil information

Hidden services

Substation single line diagram, refer to **Annexure B**.

Other reports and publicly available information

This information would be made available as and when needed.