



TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 1, FOR THE DURATION OF 12 MONTHS.

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING, FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CONTAINER TERMINAL PIER 1, FOR THE DURATION OF 12 MONTHS

RFP NUMBER	: iCLM DB 937/TPT
ISSUE DATE	: 27 MARCH 2025
COMPULSORY BRIEFING	: 04 APRIL 2025
CLOSING DATE	: 22 APRIL 2025
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from the closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

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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	A Compulsory Tender Clarification Meeting will be conducted at Pier 1 Container Terminal, Port Entrance 8, Bayhead Road, Bhekulwandle Staff Facility Building, Genius Boardroom, on the 04 APRIL 2025 at 10:00am [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information <u>will not</u> be repeated for the benefit of Tenderers arriving late. A Site visit to the EES Mini Substations will take place after the clarification meeting, tenderers are to note communication to be directed to Hlengiwe Mthimkhulu at 031 361 8708 or email. Hlengiwe.Mthimkhulu@transnet.net



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	• Tenderers are required to wear safety shoes, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
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CLOSING DATE	12:00pm on 22nd April 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
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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:



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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.



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3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.



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- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**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.....

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Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com



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T1.2 TENDER DATA

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

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

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

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

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



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		C2.2 Price Activity Schedule
Part C3: Scope of work		C3.1 Works Information
Part C4: Site information		C4.1 Site information
C.1.4	The Employer's agent is:	Regional Contracts Specialist (SCM)
	Name:	Hlengiwe Mthimkhulu
	Address:	Transnet Port Terminal – DCT
	Tel No.	031 361 8708
	E – mail	Hlengiwe.Mthimkhulu@transnet.net

- C.2.1 Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service Provider:

1. Stage One – Test for Administrative Responsiveness to RFP:

The test for administrative responsiveness to this RFP will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>T.1.1 Section 1/ E-tender Management System</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Part T2</i>
Verify the validity of all returnable documents	<i>All Sections</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further evaluation



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2. Stage Two - Test for Substantive Responsiveness to RFP:

The test for substantive responsiveness to this RFP will include the following:

Substantive responsiveness check	RFP Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Part C1.1/ C2.1 & C2.2</i>
• Verify the validity of all returnable documents	<i>All Sections</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>All sections</i>

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

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

3. Stage Three - Eligibility with regards to attendance at the compulsory clarification meeting:

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

4. Stage Four - 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 **4EP or higher** class of construction work, are eligible to have their tenders evaluated.

- b) Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;



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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 4EP 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

5. Stage Five - Compliance to Technical Eligibility Criteria:

Tenderers are to list evidence in this schedule of compliance to the Eligibility Criteria for the design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) new 1000kva mini substation and one (1) 1000kva mobile generator. For Evidence tenderers are to submit proof of registration with ECSA and the Department of Labour. Failure to comply with eligibility criteria i.e., a "No" answer or "No" response will lead to disqualification.

Eligibility Criteria	Comply (Yes/No)
T2.2-03 Evaluation Schedule: Proof of registration for Bidder or their sub-contractor with ECSA as a Professional Engineer for the design and sign off of the installation.	
T2.2-04 Evaluation Schedule: Proof of registration with the Department of Labour as an Electrical Contractor for the bidder or their subcontractor submitted	

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

6. Stage Five - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11. below.



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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: ▪ The Tender Description
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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: **12:00pm** on the **22nd APRIL 2025**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.



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

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

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

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

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

Functionality Criteria

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in Returnable Evaluation Schedules.

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

- | | |
|----------------|---|
| T2.2-05 | Evaluation Schedule: Management and CV's of Key Persons |
| T2.2-06 | Evaluation Schedule: Approach Paper/Method Statement |
| T2.2-07 | Evaluation Schedule: Health and Safety |
| T2.2-08 | Evaluation Schedule: Previous Experience |
| T2.2-09 | Evaluation Schedule: Quality Management |



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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.



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DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

Stage Six – Evaluation and Final Weighted Scoring:

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

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

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 & 2	10
30% Black Women Owned Entities	10

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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC



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guideline

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	
B-BBEE LEVEL 1 & 2	10
30% BLACK WOMEN OWNED ENTITIES	10
Total points for Price and Specific Goals must not exceed	100

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

Stage Seven – Post Tender Negotiations (if applicable):

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

Stage Eight – Award of business and conclusion of contract:

Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of



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Award. Thereafter the final contract will be concluded with the successful Respondent(s).

A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his



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affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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

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

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



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T2.1 List of Returnable Documents

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

- T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-03 **Stage Five as per CIDB: Eligibility Criteria Schedule** - ECSA Certification
- T2.2-04 **Stage Five as per CIDB: Eligibility Criteria Schedule** - Electrical Contractor Registration

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

- T2.2-05 **Evaluation Schedule:** Management and CV's of Key Persons
- T2.2-06 **Evaluation Schedule:** Approach Paper/Method Statement
- T2.2-07 **Evaluation Schedule:** Health and Safety
- T2.2-08 **Evaluation Schedule:** Previous Experience
- T2.2-09 **Evaluation Schedule:** Quality Management

Stage Seven: these schedules will be utilised for Specific Goals:

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. (Refer to T2.2-17)

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 Details of Plant Offered
- T2.2-15 Schedule of proposed Subcontractors
- T2.2-16 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-17 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law



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- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-23 Protection of Personal Information Act, 4 of 2013 ("POPIA")

Bonds/Guarantees/Financial/Insurance:

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 Form of Intent to provide a Performance Guarantee
- T2.2-26 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Activity Schedule

Note: The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

Represented by: _____

(Company Name/Member of Joint Venture)

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____ Signature _____

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

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4EP 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 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 a **4EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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iCLM DB 937/TPT	Compliance to Eligibility Criteria	Tender Returnable Schedule: T2.2-03
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Tenderers are to list evidence in this schedule of compliance to the Eligibility Criteria for the design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) new 1000kva mini substation and one (1) 1000kva mobile generator. For Evidence tenderers are to submit proof of registration with ECSA as a Professional Engineer for the design and sign off of the installation. Failure to comply with eligibility criteria i.e., a **"No" answer** or **"No" response** will lead to disqualification.

Eligibility Criteria	Comply (Yes/No)	Evidence Provided (Yes/No)
1. Proof of registration for Bidder or their sub-contractor with ECSA as a Professional Engineer for the design and sign off of the installation.		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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iCLM DB 937/TPT	Compliance to Eligibility Criteria	Tender Returnable Schedule: T2.2-04
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Tenderers are to list evidence in this schedule of compliance to the Eligibility Criteria for the design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) new 1000kva mini substation and one (1) 1000kva mobile generator. For Evidence tenderers are to submit proof of registration with the Department of Labor. Failure to comply with eligibility criteria i.e., a **"No" answer** or **"No" response** will lead to disqualification.

Eligibility Criteria	Comply (Yes/No)	Evidence Provided (Yes/No)
1. Proof of registration with the Department of Labour as an Electrical Contractor for the bidder or their subcontractor submitted.		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-05: Evaluation Schedule - Management & CV's of Key Persons

Please describe the management arrangements for the *works*.

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from three different points of view below:
 - i. General/ Relevant experience (total duration of construction activity) and positions held of each discipline specific team member.
 - 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 work. Proof of education and training must be attached to the C.V.
 - iii. The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques etc.
 - iv. An organogram shall be submitted showing the key personnel and other project personnel to be used by the contractor. CVs of only key personnel shall be submitted for evaluation.
 - v. Tenderers to note that the key personnel requirements as per this criterion shall be a consistent requirement throughout the contract. This shall mean that these requirements shall be deemed as compliance with the WI. Shall less requirements be submitted for evaluation; the bidder's will be scored accordingly but the submission for the execution of the works shall be for the acceptance by the employer.
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
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
 - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - iii. Skills
 - iv. Name of current employer and position in enterprise
 - v. Overview of postgraduate / diploma experience (year, organization and position)
 - vi. Outline of recent assignments / experience that has a bearing on the scope of work
3. CV's for people proposed for all identified posts including:

Site Management:

- Contracts Manager X 1
The Contracts Manager should at least have a minimum qualification of a BSc. Eng./B-Tech./National Diploma in Electrical Engineering and an ECSA registration as Pr. Eng./Pr.Tech.Eng with at least 5-year post registrations of experience in Electrical MV/LV must have experience working in at least 3 separate projects, with at least 1 project in excess of R5m in electrical works (MV/LV switchgear, Gensets, reticulation systems, and SCADA) component value. The contracts manager shall have and demonstrate project management experience and education.

- **Electrical (MV/LV) Site Agent X 1**
The Installation Electrician must have at least 10 years of experience in MV and LV installations and be registered with Department of Labour as an installation electrician. The installation electrician shall demonstrate experience of MV/LV cable terminations.

Foreman:

- **Foreman (Electrical MV/LV) x 1**
The Electrical Foreman must have a minimum of NTC 4 Trade Certificate in Electrical Engineering with at least 10 years of experience in Electrical MV and LV Projects and registered with the Department of Labour as an installation electrician. The foreman must have and demonstrate experience supervising installations that involves MV/LV cable joints, terminations, generator sets, and switchgear. The electrical foreman shall be expected to the main contractor's personnel onsite and liaise with the employer for inspections, instructions, and construction progress review.

Site Officers

- **SHE Officer X 1,**
SHE Officer: Registered as Health and Safety Officer with SACPCMP with at least 5 years of experience on MV/LV electrical construction projects and have a SAMTRAC or NEBOSH or modern SHEQ risk management training course as a minimum qualification. The SHE officer must also have experience in environmental requirements in line with the SoW.
4. Details of experience for proposed staff working in similar projects in terms of nature, complexity and value.
 5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
 6. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource
Contracts Manager	
Electrical (MV/LV) Site Agent	
Foremen – Electrical MV/LV	
SHE Officer	

Attached submissions to this schedule:

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

General experience for the following:		Education, training and skills Adequacy for the following:		Knowledge of issues pertinent to the project for the following:	
	Weight		Weight		Weight
Site Management	40%	Site Management	40%	Site Management	40%
Contracts Manager	55%	Contracts Manager	55%	Contracts Manager	55%
Electrical (MV/LV) Site Agent	45%	Electrical (MV/LV) Site Agent	45%	Electrical (MV/LV) Site Agent	45%
Foremen	40%	Foremen	40%	Foremen	40%
Electrical MV/LV	100%	Electrical MV/LV	100%	Electrical MV/LV	100%
Site Officers	20%	Site Officers	20%	Site Officers	20%
SHE officer	100%	SHE officer	100%	SHE officer	100%
Points	5	5		15	
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	Key staff does not have relevant levels of experience. - Site Management: ≤ 2 years - Foremen: ≤ 2 years - Site officers: ≤ 1 year	Key staff does not have project specific education, skills and training. Very poor response – Education, training and skills are totally insignificant to satisfy the minimum requirements.	Key staff has no experience of issues pertinent to the project. - Site Management: ≤ 2 years - Foremen: ≤ 2 years - Site officers: ≤ 1 year		
Score 40	Key staff has limited levels of relevant experience. Site Management:	Key staff has limited levels of project specific education, skills and training. Below minimum response –	Key staff has limited knowledge of issues pertinent to the project. Site Management: (> 2 < 10 years)		

	(> 2 < 10 years) - Foremen: (> 2 < 10 years) - Site officers: (> 1 < 5 years)	Education, Training and skills lacks convincing evidence to satisfy the minimum requirements.	- Foremen: (> 2 < 10 years) - Site officers: (> 1 < 5 years)
Score 60	Key staff has the required minimum levels of experience. - Site Management: (≥ 10 ≤ 12 years) - Foremen: (≥ 10 ≤ 12 years) - Site officers: (≥ 5 ≤ 7 years)	Key staff has the required minimum levels of project specific education, skills and training. Satisfactory response – Education, training and skills meet certain aspects of the minimum requirements.	Key staff has the required minimum level of knowledge of issues pertinent to the project. - Site Management: (≥ 10 ≤ 12 years) - Foremen: (≥ 10 ≤ 12 years) - Site officers: (≥ 5 ≤ 7 years)
Score 80	Key staff has extensive levels of relevant experience. Site Management: (> 12 ≤ 15 years) - Foremen: (> 12 ≤ 15 years) - Site officers: (> 7 ≤ 10 years)	Key staff has extensive levels of project specific education, skills and training. Good response – Education, training and skills meet the minimum requirements	Key staff has extensive knowledge of issues pertinent to the project. - Site Management: (> 12 ≤ 15 years) - Foremen: (> 12 ≤ 15 years) - Site officers: (> 7 ≤ 10 years)
Score 100	Key staff has outstanding levels of relevant experience. - Site Management: >15 years - Foremen: >15 years - Site officers: >10 years	Key staff has outstanding levels of project specific education, skills and training. Excellent response – All specified education, training and skills minimum requirements are met and exceeded	Key staff has outstanding knowledge of issues pertinent to the project. - Site Management: >15 years - Foremen: >15 years - Site officers: >10 years

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-06: Evaluation Schedule: Method Statement: Functionality Criteria

Note to tenderers:

Method Statement

1. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Health and Safety and Environmental considerations.
2. The method statement should articulate the sequence the Tenderer shall use to achieve the project objectives.
3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her method statement to this page. The method statement should be about 3 pages.

The scoring of the method statement will be as follows:

CORE			
	The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Health and Safety also including Environmental considerations. The method statement needs to be project specific.	The method statement should articulate the sequence the Tenderer shall use to achieve the project objectives. Tenderers to submit the schedule as an attachment to the method statement for evaluation of the sequencing, critical paths, allocation of resources, and bases for measuring progress. The alignment with the schedule needs to be clearly articulated.	The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. A clear articulation of how the tenderer will meet performance specification requirements, FATS and SATS requirements, commissioning requirements, adherence to regulatory requirement is expected. Points will be allocated for the demonstration of the form of offer. High level arrangement, datasheets, and specifications shall be provided for evaluation. A clear link with the QCP is expected.
Weight	5	10	10

	Method Statement
(score 0)	The tenderer has no information or inadequate information to determine a score.
(score 20)	The methodology/approach and work alignment is poor, the Tenderer has misunderstood the scope.
(score 40)	The tenderer has submitted a method statement with major omissions and/or irregularities.
(score 60)	The tenderer has submitted a method statement with minor omissions and/or irregularities.
(score 80)	The tenderer has submitted an extensive method statement: 1. Approach clearly articulated and based on the works to be performed; 2. The proposed methodology will ensure that operations will not be disrupted; and 3. The method Statement covers all the aspects of the project.
(score 100)	The tenderer has submitted an outstanding method statement: 1. Approach clearly articulated and based on this project; 2. The <i>works</i> are aligned to working hours; 3. The proposed methodology will ensure that operations will not be disrupted; and 4. Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way.

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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

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the CEO. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems,
 - Include objectives and targets.
2. Roles & Responsibilities, as per the Occupational health and safety Act 85 of 1993
3. Safety cost breakdown
4. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project.
5. One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Contractor site specific Health and Safety plan.

Attached submissions to this schedule:

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

	Policy 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibilities , such as S16.1 Chief Executive Officer, S16 2 Assistant to Chief Executive Officer, 8.1 Construction manager/Foreman, 8.2 Assistant Construction manager/ Installation Electrician 8.5 Safety officer, 8.7 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993	Safety cost breakdown.	Overview of the Baseline Risk Assessment indicating major activities of the project namely: Electrical MV and LV Installation Works, Earthing and lightning protection, Supply, and installation of gensets.	One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.	Contractor site specific Health and Safety plan.
Points	1	2	2	4	2	4

(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.					
(score 20)	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Project health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the Employers Works information.	Information supplied is totally insignificant/inadequate to achieve the Employers Works information.
(score 40)	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Project health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
(score 60)	3 of the 5 key policy components are recognized and meet the <i>Employer's</i>	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be	Satisfactory response/answer/solution to the particular aspect of the requirement,	Satisfactory response/answer/solution to the particular aspect of the requirement,

	requirements.		most of the trainings listed on TCP Health and safety specification.	met.	evidence given that the stated <i>Employer's</i> requirements will be met.	evidence given that the stated <i>Employer's</i> requirements will be met.
(score 80)	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Project health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TCP health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.
(score 100)	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Project health and safety specification.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS

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

T2.2-08: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature over the last 10 years by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to: Supply, install and commissioning of mini substation and generators including refurbishment works related to the works information.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value).

Tenderers to submit sufficiently detailed reference list with contact details for tracing and verification of customers, indicate previous experience, and provide completion certificates. Tenderers are required to provide sufficient information about the reference work previously undertaken because only references that are similar to the scope of work of this contract will be considered for evaluation.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

	Proof of previous work involving supply, installation, refurbishment, and commissioning of a 1000 kVA or larger mini substation.	Proof of previous work involving supply, installation, and commissioning of a 500 kVA or larger standby generator.	Proof of previous work of the supply, installation, and commissioning of a 500 kVA or larger standby generator that is connected to a new MV/LV switch gear installation.
Weight	5	5	15

	<u>Score</u> $Points = 100 \times \text{Weight}\%$
Score	Previous Experience
0	The Tenderer failed to address the question / issue. Has not submitted the required information.
20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works. The tenderer has limited or poor evidence of previous experience.
40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in three (2) projects relating to scope of <i>works</i> . The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> .
60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in four (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .
80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in five (4) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .
100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 937/TPT

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	have experience in more than five (5) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.
--	--

Signed _____ Date _____

Name _____ Position _____

Tenderer

T2.2-09: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard, EEAM-Q-009 Quality Management (as attached as Annexures A of this RFP).

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index.
- Valid ISO 9001 certification.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information.

These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including witnessing and hold points.

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.

Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:

	Project Specific Quality Plan for the contract	Project specific Quality Control Plan
Weight	5	5

Score			
0	No PQP submitted.	No ISO 9001 certificate / certificate has expired	No QCPs submitted
20	PQP is too general with not project specifics	N/A	QCPs are not project specific
40	PQP is project specific but inadequate to cover project scope	N/A	QCPs are project specific but inadequate to cover project scope
60	PQP shows adequate understanding of project quality requirements	N/A	QCP's shows adequate understanding of project quality requirements

Score			
80	PQP shows above average understanding of the project quality requirements	N/A	QPC's shows above average understanding of the project quality requirements
100	PQP covers all and above the project quality requirements of the project scope	ISO 9001 certificate is valid.	QCP's covers all and above the project quality requirements of the project scope

Signed _____ Date _____

Name _____ Position _____

Tenderer

Technical Evaluation Scorecard				
DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) PIER 1 CONTAINER TERMINAL				
Tender number:				
Eligibility Criteria	Description		Returnable Schedule	Compliance
	Proof of registration for Bidder or their sub-contractor with ECSA as a Professional Engineer for the design and sign off of the installation.		See returnable T2.2-01	Yes / No
	Proof of registration with the Department of Labour as an Electrical Contractor for the bidder submitted.		See returnable T2.2-01	Yes / No
Evaluation Criteria	Criteria	Scoring principal	Scoring Matrix	Weighting
Quality Management	Project Specific Quality Plan	Documented Quality Plan in accordance with Transnet Quality Management Specifications	See returnable T2.2-06	5
	Project specific Quality Control Plan	Project specific QCP relevant to the works information must be submitted	See returnable T2.2-06	5
	Total			10
Management & CV's of Key Personnel	Relevant experience as detailed in T2.2.02 returnable for the following	Site Management ≥ 10 years experience = 40% -Contracts Manager = 55% -Electrical (MV/LV) Site Agent = 45% Foremen = 40% -Electrical MV/LV = 100% Site Officer ≥5 years' experience = 20% -SHE Officer= 100%	See returnable T2.2-02	5
	Education, training and skills Adequacy as detailed in T2.2.02 returnable for the following	Site Management = 40% -Contracts Manager = 55% -Electrical (MV/LV) Site Agent = 45% Foremen = 40% -Electrical MV/LV = 100% Site Officer = 20% -SHE Officer= 100%	See returnable T2.2-02	5
	Knowledge of issues pertinent to the project as detailed in T2.2.02 returnable for the following:	Site Management ≥ 10 years experience = 40% -Contracts Manager = 55% -Electrical (MV/LV) Site Agent = 45% Foremen = 40% -Electrical MV/LV = 100% Site Officer ≥5 years' experience= 20% -SHE Officer= 100%	See returnable T2.2-02	15
	Total			25
Approach Paper/ Method statement	The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Health and Safety also including Environmental considerations. The method statement needs to be project specific.	Uninstall and removal and refurbishing of 630kVA mini substation - 30% Supply, install of 1000kVA mini substation and 1000kVA generator -30% Test and commissioning of 1000kVA mini substation and 1000kVA generator -30% Health and Safety and Environmental consideration during execution = 10 %	See returnable T2.2-03	5
	The method statement should articulate the sequence the Tenderer shall use to achieve the project objectives. Tenderers to submit the schedule as an attachment to the method statement for evaluation of the sequencing, critical paths, allocation of resources, and bases for measuring progress. The alignment with the schedule needs to be clearly articulated.	Construction sequence as per program	See returnable T2.2-03	10
	The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. A clear articulation of how the tenderer will meet performance specification requirements, FATS and SATS requirements, commissioning requirements, adherence to regulatory requirement is expected. Points will be allocated for the demonstration of the form of offer. High level arrangement, datasheets, and specifications shall be provided for evaluation. A clear link with the QCP is expected.	Uninstall and removal and refurbishing of 630kVA mini substation - 30% Supply, install of 1000kVA mini substation and 1000kVA generator -30% Test and commissioning of 1000kVA mini substation and 1000kVA generator -30% Health and Safety and Environmental consideration during execution = 10 %	See returnable T2.2-03	10
Health and Safety	Total			25
	Safety, Health & Environmental Policy Roles & Responsibilities, as per the Occupational health and safety Act 85 of 1993 Safety cost breakdown Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project. One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. Contractor site specific Health and Safety plan.	Policy 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	See returnable T2.2-04	1
		Roles &Responsibilities, such as S16.1 Chief Executive Officer, S16 2 Assistant to Chief Executive Officer, 8.1 Construction manager/Foreman, 8.2 Assistant Construction manager/ Installation Electrician 8.5 Safety officer, 8.7 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993	See returnable T2.2-04	2
		Safety cost breakdown.	See returnable T2.2-04	2
		Overview of the Baseline Risk Assessment indicating major activities of the project namely: Electrical MV and LV Installation Works, Earthing and lightning protection, Supply, and installation of gensets.	See returnable T2.2-04	4
		One year synopsis of SHE incidents, description, type and action taken to prevent reoccurrence.	See returnable T2.2-04	2
		Contractor site specific Health and Safety plan.	See returnable T2.2-04	4
	Total			15
Previous Experience	Tenderers are required to demonstrate performance in comparable projects of similar size and nature over the last 5 years by supplying the following: • A list of past / current comparable projects. • Construction of similar works as detailed in the Works Information with reference to: Supply, install and commissioning of mini substation and generators including refurbishment works related to the works information. • Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value).	Proof of previous work involving supply, installation, refurbishment, and commissioning of a 1000 kVA or larger mini substation.	See returnable T2.2.05	5
		Proof of previous work involving supply, installation, and commissioning of a 500 kVA or larger standby generator.	See returnable T2.2.05	5
		Proof of previous work of the supply, installation, and commissioning of a 500 kVA or larger standby generator that is connected to a new MV/LV switchgear installation.	See returnable T2.2.05	15
	Total			25
Technical Qualification Threshold = 70%.	(Total Weighting x 100 / 100)			100

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

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 Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

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

T2.2-12 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.

[illegible]

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 PORT TERMINALS
TENDER NUMBER: iCLM DB 937/TPT
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iCLM DB 937/TPT	Details of Plant Offered	Tender Returnable Schedule: T2.2-14
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Note to Tenderer:

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

#	Description.	Compliance requirement.	Complies fully with the WI. Yes/No	Comments
1				
2				
3				

Signed

Date

Name

Position

Tenderer

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:

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

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

Provide information of the Sub-contractors below:

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

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	
	☐	☐	☐	☐	☐	☐	☐	

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS

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

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

T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-17 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
SPECIFIC GOALS	
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	10
30% BLACK WOMEN OWNED ENTITIES	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific

goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

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

preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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

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

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

5. BID DECLARATION

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

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

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

¹ In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with clause 4.1

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

- ☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

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

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / 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 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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in

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.

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

T2.2-18 NON-DISCLOSURE AGREEMENT

[February 2023]

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-19: 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 T2.2-16 "Supplier 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 a 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.

T2.2-20: 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

T2.2-21 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



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

a) Human Rights

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

b) Labour

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

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Goods and Services Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct;
 - and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-23 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

-
- Suppliers must record and report facts accurately, honestly and objectively.
Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-24: 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

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) GOOSENECKS AND TWO (2) TWELVE (12)-METRE FLATBED TRAILERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CAR TERMINAL, AS A ONCE OFF SUPPLY.

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 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.

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) GOOSENECKS AND TWO (2) TWELVE (12)-METRE FLATBED TRAILERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CAR TERMINAL, AS A ONCE OFF SUPPLY.

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	
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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/infoereg/>, 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: _____

TBC

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-24: 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

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) GOOSENECKS AND TWO (2) TWELVE (12)-METRE FLATBED TRAILERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CAR TERMINAL, AS A ONCE OFF SUPPLY.

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 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.

DESCRIPTION OF THE WORKS: MANUFACTURE, SUPPLY, DELIVERY AND COMMISSIONING OF TWO (2) GOOSENECKS AND TWO (2) TWELVE (12)-METRE FLATBED TRAILERS FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AT DURBAN CAR TERMINAL, AS A ONCE OFF SUPPLY.

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	
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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/infoereg/>, 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: _____

TBC

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-25: Insurance provided by the *Contractor*

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

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

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

T2.2-26: 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

T2.2-27: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

C1.1 Form of Offer & Acceptance

Offer

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

DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 AS ONCE OFF PROJECT SUPPLY

The tenderer, identified in the Offer signature block, has

examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* 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 amount due inclusive of VAT is ¹	R
	(in words)	

This Offer may be accepted by the *Purchaser* 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 *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

**TRANSNET PORT TERMINALS**

TENDER NUMBER: ICLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

witness

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TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* 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 *Purchaser* 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: Goods Information including Supply Requirements

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 *Purchaser* 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 *Purchaser's Supply Manager* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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
Purchaser**

(Insert name and address of organisation)

Name &
signature of
witness

Date



TRANSNET PORT TERMINALS

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Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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 Purchaser 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		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* 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 Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

**TRANSNET PORT TERMINALS****TENDER NUMBER: ICLM DB 937/TPT**

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

TRANSNET PORT TERMINALS
TENDER NUMBER: iCLM DB 937/TPT
DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Activity Schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X5: Sectional Completion X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Street Durban 4001

TRANSNET PORT TERMINALS

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10.1	SCM contact: (Name)	Hlengiwe Mthimkhulu
	Address	Transnet Port Terminals Port of Durban
	Tel	031 361 8708
	e-mail	hlengiwe.mthimkhulu@transnet.net
	The <i>Project Manager</i> is: (Name)	Wilbert Dzitiro
	Address	Transnet Port Terminals Port of Durban
	Tel	
	e-mail	wilbert.dzitiro@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Samukelo Magcaba
	Address	Transnet Port Terminals Port of Durban
	Tel No.	
	e-mail	samukelo.magcaba@transnet.net
11.2(13)	The <i>works</i> are	The Design, Manufacture, Off Site Testing, Supply, Delivery, Installation, Testing and Commissioning of One (1) New 1000KVA Mini Substation and One (1) 1000KVA Mobile Generator for the Engineering Equipment Services (EES) Building at Transnet Port Terminals (TPT) Durban Container Terminal Pier 1 for the duration of 12 months
11.2(14)	The following matters will be included in the Risk Register	no additional risk
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM DB 937/TPT

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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 <i>Contractor's</i> 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	12 Months

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11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Site Establishment	TBC
		2 FAT for the new Mini-Sub	TBC
		3 Supply, install and commissioning of new Mini-Sub.	TBC
		4 Complete repairs for the existing mini substation.	TBC
		5 FAT for the new Gen Set Supply, installation, and testing of a New Gen set.	TBC
		6 Training for the employer's personnel.	TBC
		7 Commissioning of the Works.	TBC
		8 Handover	TBC

30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Access to entire site	TBC

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31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	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 affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with wind speed exceeding 40 km/hr

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

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

and which are available from: **South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional risks are accepted by the Employer other than those which are provided for in this contract
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability

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The deductibles are		as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance." To be issued to the awarded contractor.

- 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.**

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		5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> 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 <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.

TRANSNET PORT TERMINALS
TENDER NUMBER: iCLM DB 937/TPT
DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS

11	Data for Option W1			
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Durban, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	<i>Description</i>	<i>Completion date</i>
		1	Mobile Generator	TBC
		2	Min Substation	TBC
X7	Delay damages			

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X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.1% of the total contract value per day limited to 10% of the total contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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

Z *Additional conditions of contract are:*

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Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1

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

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

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

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

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

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

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

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Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

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Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> 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 <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z8	Assignment and Waiver	
Z8.1		Neither the Employer nor the Contractor may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.
Z8.2		No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

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**Z9 Anti-corruption, TPT
Indemnity**

Z9.1 Anti - Corruption

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

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

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



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

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

Z9.2 Indemnity

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

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM EL 725/TPT

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

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

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

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

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



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with Activity Schedule	
11.2(21)	The <i>activity schedule</i> is in	C2 Part 2 Pricing Data Option A
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



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



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C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No. iCLM DB 937/TPT

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

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

(the *Employer*) and

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

(the *Contractor*), for

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

(The Design, Manufacture, Off Site Testing, Supply, Delivery, Installation, Testing and Commissioning of One (1) New 1000KVA Mini Substation and One (1) 1000KVA Mobile Generator For The Engineering Equipment Services (EES) Building at Transnet Port Terminals (TPT) Durban Container Terminal Pier 1 as once off Project Supply).

I/We the undersigned

on behalf of the
Guarantor

of physical address



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

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

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Signed at _____ on this _____ day of _____ 2024

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

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PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions: Option A	3
C2.2	Activity Schedule	1
	Total number of pages	6

C2.1 Pricing instructions: Option A

1. The conditions of contract

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

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

**Identified
and
defined
terms**

11

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.

1.2. Measurement and Payment

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

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

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

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

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

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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.

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DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS

C2.2 Activity Schedule

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

The Employer's proposed percentage payment split is reflected below.

Contractors are to advise details of any alternative proposed payment split.

The proposed payment date MUST be completed.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor. Should this not be possible, and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

It is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Durban) basis. However, a DAP (Incoterms 2010, Port of Durban) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g., Customs VAT, cargo dues and other cargo clearance levies relating to this contract.

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C2.2 Activity Schedule

Mandatory Returnable

Item	Activity Description	Unit	Qty.	Unit Cost	Total cost
1	The scope of Goods				
1.1	The Contractor to provide safety file for approval prior to the commencement of the works as per <i>Employer</i> Health and Safety Project Specifications.	item	1		
1.2	Decommission the existing mini substation. Including all decommissioning works.	item	1		
1.3	Design, manufacture, and off-site testing of one (1) new 1000kva Mini Substation	item	1		
1.4	Supply, delivery, and installation of one (1) new 1000kva Mini Substation	item	1		
1.5	Testing and commissioning of one (1) new 1000kva Mini Substation	item	1		
1.6	Design, manufacture, and off-site testing of one (1) new 1000kva Mobile Generator	item	1		
1.7	Supply, delivery, and installation of one (1) new 1000kva Mobile Generator	item	1		
1.8	Testing and commissioning of one (1) new 1000kva Mobile Generator	item	1		
1.9	Training of Employer's Operation and Maintenance personnel	item	1		
1.10	Provide a price of Maintenance of Mini Substation and Mobile Generator	item	1		
1.11	The Contractor to make an allowance of 5m cable for all LV feeders from the existing mini substation	item	1		
1.12	Select, supply, and install new terminations (price for all terminations including plugged type as per the SoW).	item	1		
1.13	Supply and install a 400m cable for connecting the genset to the mini-sub.	item	1		
1.14	Earthing and lightning protection.	item	1		

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1.15	Factory Acceptance tests.	Item	1		
1.16	Site Acceptance tests.	item	1		
1.17	Commissioning (all requirements as per the SoW).	item	1		

Total Price to be carried over to the Form of Offer & Acceptance C1.1 (Excl. VAT)

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PART 3: SCOPE OF WORK/WORKS INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Works Information</i>	1
C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	24

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C3.1 EMPLOYER'S WORKS INFORMATION: FOR THE DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) PIER 1 CONTAINER TERMINAL.

1. Description of the works

1.1. Executive Overview

The *works* that the *Contractor* is to perform include design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) new 1000kva Mini Substation and one (1) 1000kva Mobile Generator for the Engineering Equipment Services (EES) building at Transnet Port Terminals (TPT) Pier 1 Container Terminal.

Durban Container Terminal (DCT) 'Pier 1' in the port of Durban is a specialized maritime facility with dedicated infrastructure and equipment for handling containerized cargo. The EES and Workshop, together with the administration offices of the terminal manager, administration staff, and a server room at Pier 1, are electrically powered by an aged 630 kVA mini substation located at the EES building. The mini substation is now unreliable due to previous failures, its many years of service, and its degrading condition. The facility also has a 1000 kVA standby mobile generator for backup power during outages. However, the standby mobile generator, which has been in use since 2016 after having been relocated from Maydon Wharf, has broken down due to age and use and is no longer in service. As a result, the facility is completely depending on the existing unreliable mini substation.

It is in this context that DCT Pier 1 seeks the services of a qualified *Contractor* to supply and install a new 1000 kVA mini substation and a 1000 kVA mobile generator. The *Contractor* will also refurbish the existing 630 kVA mini substation and do all necessary tests thereafter.

1.1.1. The *Contractor* to be appointed shall be:

1.1.1.1. Suitably qualified and experienced to supply, install, test, and issue a valid certificate of compliance for a standby generator and mini substation upon successful Completion of the *works*.

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1.1.1.2. Be registered with department of labour as an electrical *Contractor* and be an accredited *Contractor* with the merchandise supplier.

1.1.1.3. Execute the *works* to a high quality and safe manner, complying with the project requirements and applicable statutory requirements, regulations, and standards where applicable, such as:

- a) Occupational Health and Safety Act (Act 85 of 1993) – Electrical Machinery Regulations.
- b) SANS 10142 – Code of Practice for Electrical Installations.
- c) OEM recommendations – where required.

1.2. The scope of the works

1.2.1. Design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) new 1000kva Mini Substations for the Engineering Equipment Services (EES) building at Transnet Port Terminals (TPT) DCT Pier 1 Container Terminal as detailed in section 4.

1.2.2. Design, manufacture, off site testing, supply, delivery, installation, testing and commissioning of one (1) 1000kva Mobile Generator for the Engineering Equipment Services (EES) building at Transnet Port Terminals (TPT) DCT Pier 1 Container Terminal as detailed in section 4.

1.2.3. Decommission the existing mini substation, transport, refurbish, and deliver it back to the stores at DCT Pier 1 Container Terminal.

1.2.4. Training of *Employer's* Operation and Maintenance personnel.

2. Definitions/ Terminology

2.1. SPECIFICATION means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.

2.2. Reference in the Works Information and standard specifications to “equipment” means the mini substations and associated equipment and its components as defined in the scope of the *works*.

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Table 1: Terminology

Terminology	Description
<i>Employer</i>	For this document, the <i>Employer</i> shall be regarded as Transnet Port Terminals
<i>Contractor</i>	For the purposes of this document the <i>Contractor</i> refers to the person(company) whom has been awarded the contract to perform the works stipulated by the <i>Employer</i>
Specialist	Is a person or company appointed by the <i>Contractor</i> or employer who has significant expertise in execution of a particular work
<i>Employer's Engineer</i>	For this document, the <i>Employer's Engineer</i> is a technical representative appointed by the <i>Employer</i> who holds a Bsc/BEng/Btech/Ndip and registered with ECSA as Pr Eng/Pr Tech in a relevant field of engineering. The purpose for the <i>Employer's Engineer</i> is to review, support and accept the designs, proposals, documents, and drawings for this project.
Accepted	For this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item.
Supported	For this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.
Nominal voltage	The rms phase-to-phase voltage of the supply to which equipment is connected.
Rated voltage	The highest rms phase-to-phase voltage of the supply for which equipment is designed to operate continuously
Dangerous/hazardous task	specific element of work, which has produced and/or which possesses the potential to produce major loss or harm to people, assets, processes/production and/or the environment when performed properly.

Table 2: Definition/Abbreviation

Abbreviation	Definition
°C	Degree Celsius
A	Ampere
ACB	Air Circuit Breaker
AIS	Air Insulated Switchgear
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test

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FEL	Front End Loading
GIS	Gas Insulated Switchgear
Hz	Hertz
ICs	Service Short Circuit Current
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low Voltage
m	Meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
mm	millimetre
mm ²	millimetre squared
MV	Medium Voltage
ONAN	Oil Natural Air Natural
ORS	Owners Requirement Specification
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
SAT	Site Acceptance Test
SF ₆	Sulphur Hexafluoride
TPT	Transnet Port Terminals
DCT	Durban Container Terminal
MVA	Mega-Volt Ampere
PO	Purchase Order
OEM	Original Equipment Manufacturer
Cu	Copper
XLPE	Cross linked polyethylene

3. Management and start up.

3.1. Management meetings

The *Contractor* shall attend all management meetings as called by the *Project Manager*. It is envisaged that at least bi-weekly contract management meetings, plus weekly site meetings

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during the delivery/erection phase and daily meetings during the commissioning phase, will be held. The *Contractor* must present all relevant information including quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings.

The *Project Manager* shall arrange for regular inspections during the manufacturing phase in accordance with agreed hold and witness points in the quality control plan (QCP) and shall also be used as a manufacturing progress report evaluation. The *Contractor* shall attend risk reduction meetings as and when called by the *Project Manager*.

3.2. Documentation control

The *Contractor* shall submit all documentation (including correspondence and drawings) to Transnet (*Employer*) standards and to the *Project Manager's* requirements in accordance with the *Project Manager's* document control procedure. The *Contractor* shall submit all documents through the *Employer's* document control email address **GRP-TPT-DocControl@transnet.net**. The *Employer* shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

3.3. Safety risk management

3.3.1. *Contractor's* General Requirements for Health and Safety

3.3.1.1. The *Contractor* is solely responsible for carrying out the *works* under the contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *works*, temporary *works*, Materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this contract.

3.3.1.2. The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the *works*.

3.3.2. The *Contractor* must:

3.3.2.1. Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the *working areas*.

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3.3.2.2. Avoid unnecessary interference with the passage of people and property at or near the *working areas*.

3.3.2.3. Prevent nuisance and excessive noises and unreasonable disturbances in performing the *works*.

3.3.2.4. Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and the *works* and be responsible for all of the *works*, irrespective of any acceptance, recommendation or consent by TPT, its *Contractors*, employees, agents and invitees, or any Government Body.

3.3.2.5. Costs for the above are borne by the *Contractor*.

3.3.3. The *Contractor* must comply and is responsible for ensuring that all of its Subcontractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

The *Contractor* must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in this Project Health and Safety specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning. The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

The *Contractor* must appoint a level 3 SHE Officer with First Aid and SHE Rep training, the Health and Safety Officer shall be responsible for:

3.3.3.1. Reviewing all applicable legal and project health and safety requirements and providing guidance to Contractor and Subcontractor personnel (particularly the Contractor's Project Manager) to help ensure compliance at all times;

3.3.3.2. Assisting with the implementation of effective hazard identification and risk management processes for all the work to be carried out by the Contractor;

3.3.3.3. Participating in the Baseline Risk Assessment for the Contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;

3.3.3.4. Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the Contractor and ensuring that identified control measures are implemented;

3.3.3.5. Conducting Contractor health and safety induction training for all Contractor and Subcontractor personnel;

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- 3.3.3.6. Compiling and maintaining all health and safety related documents and records required of the Contractor;
- 3.3.3.7. Communicating relevant health and safety information to Contractor and Subcontractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- 3.3.3.8. Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the Contractor's appointed Supervisors, and attending at least one DSTI each day;
- 3.3.3.9. Assisting with the implementation of the Contractor's Health and Safety Management Plan and associated Safe Work Procedures.
- 3.3.3.10. Carrying out Planned Task Observations on an ad hoc basis;
- 3.3.3.11. Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and Subcontractor activities;
- 3.3.3.12. Responding to workplace incidents (as appropriate);
- 3.3.3.13. Participating in incident investigations;
- 3.3.3.14. Maintaining accurate health and safety statistics (for the Contractor and all Subcontractors), and compiling health and safety performance reports as required;
- 3.3.3.15. Auditing the health and safety management system and workplace activities of the *Contractor* and each Subcontractor on a monthly basis to assess compliance with the project health and safety requirements; and
- 3.3.3.16. Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

3.3.4. Performance Measurement and Reporting

3.3.4.1. Health and Safety Statistics

The *Contractor* and each of its Subcontractor(s) must complete and submit Health and Safety statistics to the *Project Manager* or the *Project Manager's* nominated representative, or as amended by the *Project Manager*, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the *Project Manager's* nominated representative.

3.3.4.2. Safety Management Records

The *Contractor* must submit to the *Project Manager* for acceptance a schedule of the specific Health and Safety records it intends to maintain for the contract. As a minimum, such records

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are as specified by applicable legislation. Copies are provided to the *Project Manager* or the *Project Manager's* nominated representative if requested.

3.3.4.3.Pre-Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes.

3.3.4.4.Commissioning Safety Study

The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed. The elements to be considered include:

3.3.4.5.Electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications.

3.3.4.6.Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.

3.3.4.7.Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.

3.3.4.8.Documentation relevant to any modifications has been created/updated.

3.3.4.9.Safe operating, maintenance and emergency procedures are in place.

3.3.4.10. Operating and maintenance manuals are available and training of commissioning employees have been completed.

3.3.4.11. As Built drawings are available.

3.3.4.12. A Commissioning Permit (to apply hazardous energy) is developed and implemented.

3.3.5. Emergency Preparedness and Response (EPR)

Contractor should develop and implement the EPR that is specifically night time environment and submit for approval before work at night is carried out. A well-established EPR can help both the *Contractor* and employees to prepare; response and recover should a disaster occur.

3.3.6. All aspects of on-site work must comply with the Health and Safety requirement OHS act No 85 of 1993.

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3.4. Environmental constraints and management

All aspects of the *works* must comply with the *Employer's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Contractor* must ensure compliance of site activities as well as the design of the equipment supplied.

3.5. Quality assurance requirements

Refer to EEAM-Q-009 for the *Employer's* Quality Management. Special attention must be paid to the following:

- 3.5.1. Quality management objectives.
- 3.5.2. Documentation and change control procedures.
- 3.5.3. Quality control procedures that will apply to purchased materials.
- 3.5.4. Quality control plan for all components manufactured or supplied to ensure conformance.
- 3.5.5. The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.
- 3.5.6. Quality control of all welding and corrosion protection activities.
- 3.5.7. The quality control procedure will apply to erection and painting on site if applicable.
- 3.5.8. The services of an independent third party may be engaged by the *Employer* to assist in meeting the quality assurance objectives and the *Contractor* must give the necessary co-operation and supply all the necessary quality management documentation as required. The cost of the QA work by the third party will be borne by the *Employer*.
- 3.5.9. The *Contractor* shall ensure that the quality assurance requirements placed on him under this contract are transferred into any Subcontractor(s).
- 3.5.10. Quality system requirements shall be applied on all Subcontractor(s) to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of *works* upon receipt at the designated point of delivery.
- 3.5.11. The *Contractor's* quality plan shall include or reference the quality plans of Subcontractor(s).

3.6. Programming constraints

3.6.1. General

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

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therefore be reliable, accurate and timely in presentation. A resource schedule must also be submitted.

3.6.2. Programme submission

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

3.6.3. Contract programme (baseline)

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed. Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation.

3.6.4. Revisions to a programme

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

3.6.5. Supplementary programmes

The *Project Manager* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the contract. The *Project Manager* shall not unreasonably request supplementary programmes.

3.6.6. Cash flow

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The *Contractor* shall submit to the *Project Manager* a detailed cash flow chart based on the programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

3.6.7. Progress reporting

To demonstrate the actual progress of the work the *Contractor* shall, monthly, update and submit a programme and the progress to the *Project Manager*. A programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity to enable comparison of the actual progress to a programme:

3.6.7.1. The programme “baseline” activity bar

3.6.7.2. The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

3.6.7.3. Progress monitoring and review. Monitoring and review of the progress shall consist of an assessment of all activities currently in progress. The following shall be determined:

- 3.6.7.3.1. percentage complete.
- 3.6.7.3.2. forecast completion date.
- 3.6.7.3.3. deviations from the baseline programme; and
- 3.6.7.3.4. actions required to remedy any deviations.

3.6.8. Monthly status report

The *Contractor* shall provide a written status report by the 20th of each month, or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the *works*. As a minimum the report shall include:

3.6.8.1. Progress against the latest accepted programme.

3.6.8.2. Summary of progress achieved during the period.

3.6.8.3. List of milestones achieved during the period.

3.6.8.4. Status of design, procurement, and off-site *works*.

3.6.8.5. Status of on-site *works*.

3.6.8.6. Deviations from a programme “baseline”, and in particular, the forecast completion dates of activities which have or should have commenced.

3.6.8.7. Status of approvals.

3.6.8.8. Actual or anticipated problems with corresponding action plans to minimize the impact;

3.6.8.9. Summary of the *works* planned for the following period, and

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3.6.8.10. cash flow status versus the original forecast.

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

3.7. Contractor's management, supervision and key people

The *Contractor* shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimize replacement of individual project team members in order to ensure optimum contract management continuity. It is a requirement of this contract that the *Contractor* employs a full time, fully qualified and experienced site manager who has been delegated sufficient authority to manage the contract efficiently on-site during erection and commissioning. The site manager is required to be fluent in English, both in writing and orally.

3.8. Technical Training

3.8.1. The following *Employer's* personnel will be made available for training by the *Contractor* in operation and maintenance of the switchgears.

Terminal	Number of Participants
Technical Electrical	6

4. Engineering and the Contractor's design

4.1. Electrical scope

The high-level scope is but not limited to the following:

- 4.1.1. Supply, delivery, installation, testing, commissioning, and issuing a valid certificate of compliance for a new 1000 kVA, 11kV/400V mini substation.
- 4.1.2. Supply, delivery, testing and issuing a valid certificate of compliance for a new 1000 kVA mobile diesel generator.
- 4.1.3. Select and supply of a suitable feeder 400V, Cu, cable for the 1000 kVA genset.
- 4.1.4. Decommission and refurbishment of the Transnet (DCT Pier 1) existing 630 kVA mini substation.

4.2. Legal Requirements

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In addition to the specifications, DCT Pier 1 mini substation and diesel mobile generator new installations shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

4.2.1. Reference Documents

4.2.1.1. South African National Documents(S)

Table 3: List of South African and International Codes used in the development of this document.

Item	Document Number	Description
[1]	OSH Act No. 85 of 1993	South African National Occupational Health and Safety Act 85 of 1993

4.2.1.2. Standards

Table 4: List of all South African and International Standards used in the development of this document.

Item	Document Number	Description
[1]	SANS 10142-1&2	Code of Practice for the Wiring of Premises.
[2]	SANS 62305-1	Protection against lightning Part 1: General principles
[3]	SANS 62305-2	Protection against lightning Part 2: Risk management
[4]	SANS 62305-3	Protection against lightning Part 3: Physical damage to structures and life hazard
[5]	SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
[6]	SANS 10313	Protection against lightning - Physical damage to structures and life hazard
[7]	SANS 10199	The design and installation of earth electrodes
[8]	SANS 1063	Earth rods, couplers, and connections
[9]	SANS 10198-1-8	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV Part 8: Cable laying and installation
[10]	SANS 1091	National Colour Codes
[11]	SANS 1973-1	Low Voltage switchgear assemblies >10kA
[12]	SANS 1973-2	Low Voltage switchgear assemblies <10kA
[13]	SANS 10292	Earthing of Low Voltage (LV) distribution systems
[14]	SANS 60529	Degrees of protection by enclosure (IP codes)
[15]	SANS 61689	Instrument Transformer
[16]	SANS 62268	Electricity Metering Equipment
[17]	SANS 725	IEEE Guide for Safety in AC Substation Grounding

4.2.1.3. Standby Generator Standard

The 1000 kVA units shall be designed and tested in compliance with the latest versions of the following standards.

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Table 4: Standby Generator Standard

Item	Document Number	Description
[1]	SANS 10142-1&2	Code of Practice for the Wiring of Premises.
[2]	IEC 60034	Rotating Electrical Machines
[3]	IEC 60085:	Thermal Evaluation and Classification of Electrical Insulation
[4]	ISO 10816:	Specification for Mechanical Performance: Vibration
[5]	ISO 3046:	Specification for Reciprocating Internal Combustion Engines
[6]	SI 426:	European Commission (dangerous substances) (Classification, packing, labelling, and Notification of Regulations 1992.
[7]	CIMAC	Congress International des Machines a Combustion Recommendations for Diesel Engine Acceptance Test.
[8]	ISO 9000:	Quality assurance

4.2.1.4. Specifications

Table 5: List of all Transnet Specifications used in the development of this document.

Item	Document Number	Description
[1]	TPD-001-EL&PSPEC	Specification for electrical installations to buildings other than dwellings houses
[2]	TPD-002-DBSPEC	Specification for low voltage distribution boards
[3]	TPD-003-CABLESPEC	Specification for the supply and installation of medium voltage and low voltage electrical cables
[4]	TPD-004-EARTHINGSPEC	Specification for earthing and the protection of buildings and structures against lightning.
[5]	TPD-008-MINISUBSPEC	Specification for the supply, delivery, offloading and installation of miniature substations
[6]	TPD-009-STANDBYPLANTSPEC	Specification for the supply, delivery, installation, and commissioning of a Diesel Driven Standby Generator Set

4.3. Service Conditions

4.3.1. Plant Ratings for Continuous Operation

The plant or equipment shall be designed and rated for continuous operation under the following conditions.

Table 3: Site Condition

Description	Parameter
Altitude above sea level	0-1800m (above sea level)
Ambient air temperature	45 Degree Celsius; -5 Degree Celsius
Degree of pollution	moderate
Lightning conditions	Severe

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4.3.2. Low Voltage Power System

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

Table 4: Low Voltage Power System Parameters

Description	Parameter
Nominal system voltage	400V
Minimum-Maximum system voltage	380V - 420V
Nominal frequency	50 Hz $\pm$ 2 Hz
Number of phases	3 Phase and Neutral
Short Circuit	50kA
Neutral Point	Solidly Earthed

4.3.3. Medium Voltage Power System

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

Table 5: Medium Voltage Power System Parameters

Description	Parameter
Nominal system voltage	11kV
Minimum-Maximum system voltage	10.45kV – 11.55kV
Nominal frequency	50 Hz $\pm$ 2 Hz
Number of phases	3 Phase
Short Circuit	31.5kA
Neutral Point	Solidly Earthed

4.4. Electrical Engineering Works

4.4.1. Works to be executed by the *Contractor*.

4.4.1.1. Removal of the Existing Mini substation

- The *Contractor* shall apply for a working permit one week before any commencement of the work and ensure minimal disruption to operations.
- The *Contractor* shall disconnect and remove the existing cables (LV and MV) from the existing 630 kVA mini substation with care and ensure that no risk is or will be posed to the cable's properties.
- The *Contractor* shall decommission (disconnect) and remove the existing 630 kVA mini substation. The removed 630 kVA mini substation shall be transported by the *Contractor* to the original or equal OEM for refurbishment.
- The *Contractor* shall deliver back the mini substation from the OEM depot to Transnet once the refurbishment is completed.

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- e. The *Contractor* shall submit all necessary test results for the refurbished mini substation and produce a valid certification upon successful completion of the refurbishment work.
- f. The *Contractor* shall ensure that the plinth does not crack during the removal process of the existing mini substation. If it does crack, it must be replaced with a new one and it will be a *Contractor's* responsibility.
- g. The *Contractor* shall only disconnect or decommission the existing mini substation once a new 1000 kVA mobile generator has been delivered and installed (commissioned).
- h. The *Contractor* shall allow for the backup power supply of the servers during the occupation necessary for installing and re-energizing the new mini-substation.

4.4.1.2. Installation of the new mini substation

- a. The *Contractor* shall clear and ready the site of any obstructions for the installation work of a new 1000 kVA mini substation, including taking necessary measurements.
- b. During fabrication, the *Contractor* shall submit fabrication drawings for acceptance by the *Employer's* engineer.
- c. Supply, delivery, installation, testing and commissioning of a new 1000 kVA, 11kV/400V mini substation in accordance with TPD-008-MINISUBSPEC and issue a valid certificate of compliance upon successful completion of works.
- d. The *Contractor* shall ensure that the plinth is of the correct size for the new mini substation and that the new mini substation MV and LV cable entry positions correspond to that of the plinth cable entry spaces to avoid running MV and LV cables across each other.
- e. The *Contractor* shall ensure that the plinth is not damaged before installing the new unit.
- f. The *Contractor* shall ensure the proper earthing and lightning protection installation of a new mini substation.

4.4.1.3. Cables Installation and Termination

- a. The *Contractor* shall make use of the existing disconnected cables to connect the new mini substation.
- b. The *Contractor* must ensure that appropriate cable slack is left in LV cables. If necessary, the *Contractor* shall join each LV cable with 5m (with a cable of the same size and properties) to the respective distribution boards. This is to say an allowance of 5m cable shall be made for all the LV feeders from the existing mini substation.

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- c. The *Contractor* shall, select, supply, and install new cable terminations in relation to the proposed work as per SANS 101980-4 and Transnet specification TPD-003-CABLESPEC. The *Contractor* shall return all removed material to the Transnet Workshop building electrical supervisor.
- d. The *Contractor* shall label each of the cables to ensure that they can be identified at a later stage.
- e. The *Contractor* shall ensure proper installation of cables with the correct cable slack to allow the correct bending radius and no skew cables connections.

4.4.1.4.New 1000 kVA Mobile Diesel Generator

- a. The *Contractor* shall clear and ready site of any obstructions for installation work.
- b. Supply, delivery, installation, and commissioning of a new 1000 kVA mobile diesel generator in accordance with TPD-009-STANDBYPLANTSPEC.
- c. During fabrication, the *Contractor* shall submit shop drawings for acceptance by the *Employer's* engineer.
- d. The new genset shall be complete with two 400V, 600A plugged type female termination for connecting the feeder to the genset. The termination must be a standard plug and socket.
- e. The *Contractor* shall supply a suitable 400V, 300mm², 300m Cu, flexible cable for the genset feeder.
- f. The *Contractor* shall issue all required certification upon successful completion of work.
- g. The *Contractor* shall select, supply, and install two 600A, 400V plugged type male termination on one end of the cable. The termination must be a plug and socket combination connectors.
- h. The *Contractor* shall select, supply, and install standard terminations on one end on the feeder cable.

4.4.1.5.Protection testing and Commissioning of the installation.

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

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- c. The *Contractor* shall test the LV installation and hand over all relevant test certificates to the *Employers* engineer for acceptance. The *Contractor* shall hand over the LV certificate of compliance respectively as per the OHS Act of 85 and SANS 10142-1 and SANS1042-2 for the installation.
- d. The *Contractor* shall test and commission the entire earthing and bonding as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in the presence of the *Employer's* Engineer. The *Contractor* shall handover all test certificates to the *Employer's Project Manager* for acceptance by the *Employer's* Engineer.
- e. The *Contractor* shall provide training for six employer's personnel on the plant required for the works.
- f. The hand overpack shall comprise of the data books for the plant and all maintenance requirements.
- g. The *Contractor* design requirements guarantees and warranties shall be as per the *Employer's* specifications.

5. Procurement

5.1. *Contractor's* procurement of Plant and Materials

The *Contractor* must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport and storage. If any Equipment is transported by sea, the *Contractor* shall take extra precaution to protect all mechanical and electrical Plant from the corrosive effect of wave splashes, rain and salt spray. Waxoyl or similar, shall be applied where applicable, refer to EEMA-Q-008.

5.2. Spares and consumables

The *Contractor* shall supply to the delivery place all the spares and consumables as identified by the *Project Manager* from the *Contractor's* recommended spares list. Packaging of the spares and consumables shall be suitable to protect its contents from environmental damage when stored in warehouses in close proximity to the coast. Packaging of sensitive spares and consumables shall be suitable to protect its contents from mechanical damage due to handling.

5.3. Tests and inspections before delivery

The *Contractor* shall provide assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonable demanded to carry out tests efficiently. The *Contractor* shall ensure that all gauges, templates, tools and other equipment

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required to check the accuracy of the work are calibrated at regular intervals by a laboratory approved by the National Calibration Services of the Council for Scientific and Industrial Research of South Africa, or by the respective authority in the country of origin of the equipment.

6. Delivery place and delivery of the works

6.1. Delivery place and Working Areas

6.1.1. Working Areas

When required in terms of the delivery methodology, the *Contractor* will indicate his space requirements at the delivery place on a suitable drawing submitted with the tender. The delivery place is located at the Port of Durban, South Africa. The location where the Equipment is to be installed is within the premises of TPT Durban Container Terminal Pier 1. The *Contractor* shall take all necessary steps for his work not to interfere with port operations and to ensure that normal traffic flow of the operational terminal is not obstructed. Establishment, fencing and other work required to make the delivery place fit for use is entirely the *Contractor's* responsibility. The *Contractor* is responsible for the security of the delivery place until completion and hand-over, and must make his own arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on site for this purpose. The *Contractor* must maintain the delivery place in a neat and tidy condition by acceptance of the *Project Manager*. The *Contractor* must comply with Transnet Port Terminals' SHEQ and Environmental Specifications

6.1.2. Clearing of delivery place

The *Contractor*, within fourteen days after completion, must completely remove from the delivery place all his Plant, Materials, Equipment, stores and temporary accommodation or any other asset belonging to him and leaves the delivery place in a tidy condition for acceptance by the *Project Manager*.

6.1.3. Customs and port regulations

The delivery place is situated within a customs-controlled area and the *Contractor* and his people shall observe all customs regulations within the port area. The delivery place is also within a promulgated port area and the *Contractor*, and his people shall observe all ISPS and Port Regulations within the port area. Copies of the Harbour Regulations are obtainable from the Port admin offices. The fullest collaboration between the *Contractor*, the Port and the *Project Manager* is essential with regard to the working of the port.

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6.1.4. Health and safety facilities at the delivery place

At all times during the delivery and testing of the Equipment the *Contractor* is responsible for the safety of all persons on the delivery place and on the Equipment and shall have the necessary systems and procedures in place to effectively manage this. The *Contractor's* workforce must attend an induction relating to the safety and operational aspects of the terminal for about 45 minutes before they can work at the terminal. The *Contractor* is responsible to supply all the necessary PPE to his employees.

6.2. Completion, testing, commissioning and correction of Defects

6.2.1. Works to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *works*. The *Project Manager* cannot certify Completion until all the work 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.

6.2.2. Technical support after Completion

The *Contractor* shall undertake that spares for all mechanical and electrical components of the Equipment shall be readily available for at least 10 years from date of delivery. Should spares be required during this period but not be readily available, the *Contractor* shall make modifications to the Equipment to use readily available spares at that time, and at no cost to the *Employer*.

Should the Equipment become substantially inoperable, inefficient or unsafe during the period between take over and the *defects date* due to Defects, the *defects date* will be extended by the same amount of time that it takes to return the Equipment to satisfactory operating state.

7. Plant and Materials standards and workmanship

7.1. Referenced standard specifications.

The tests prescribed in the relevant standard specifications shall be carried out at the manufacturer's premises before delivery of the Plant and Materials ordered by the *Contractor*. The test results shall be submitted to the *Project Manager*. Plant and Materials made and tested to alternative standard specifications will be considered for acceptance by the *Project Manager*, provided that such specifications are not less stringent than those laid down.

7.2. General

7.2.1. All Plant and Materials shall be new.

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- 7.2.2. All Plant shall be installed according to the manufacturer's recommendations.
- 7.2.3. All Plant must be securely mounted on the Equipment such that vibration and movement will not dislodge any components.
- 7.3. Referenced Specifications
 - 7.3.1. EEAM-Q-008 Corrosion Protection Standard
 - 7.3.2. EEAM-Q-016 – General Requirements and Conditions
 - 7.3.3. EEAM-Q-009 Quality Management Specification
 - 7.3.4. EEAM-Q-013 Commissioning and Handover
 - 7.3.5. EEAM-Q-012 General Electrical Equipment
 - 7.3.6. EEAM-Q-020 Testing on Electrical Equipment
 - 7.3.7. EEAM-Q-021 Electronic Equipment

NOTE: EEAM-Q-008 replaces HE9/2/8 in EEAM-Q-017 AND all the above specifications will be distributed during the compulsory briefing session

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LIST OF ANNEXURES		
Annexures	Description / Discipline	Document No(s)
1	Health and Safety Plan and Specification	-PHSS-0001
2	Quality Management Specification	EEAM-Q-009
3	Code of Practice for Electrical Installations.	SANS 10142
4	Code of Practice for the Wiring of Premises.	SANS 10142-1&2
5	Protection against lightning Part 1: General principles	SANS 62305-1
6	Protection against lightning Part 2: Risk management	SANS 62305-2
7	Protection against lightning Part 3: Physical damage to structures and life hazard	SANS 62305-3
8	Protection against lightning Part 4: Electrical and electronic systems within structures	SANS 62305-4
9	Protection against lightning - Physical damage to structures and life hazard	SANS 10313
10	The design and installation of earth electrodes	SANS 10199
11	Earth rods, couplers, and connections	SANS 1063
12	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV Part 8: Cable laying and installation	SANS 10198-1-8
13	National Colour Codes	SANS 1091
14	Low Voltage switchgear assemblies >10kA	SANS 1973-1
15	Low Voltage switchgear assemblies <10kA	SANS 1973-2
16	Earthing of Low Voltage (LV) distribution systems	SANS 10292
17	Degrees of protection by enclosure (IP codes)	SANS 60529
18	Instrument Transformer	SANS 61689
19	Electricity Metering Equipment	SANS 62268
20	IEEE Guide for Safety in AC Substation Grounding	SANS 725
21	Code of Practice for the Wiring of Premises.	SANS 10142-1&2
22	Rotating Electrical Machines	IEC 60034
23	Thermal Evaluation and Classification of Electrical Insulation	IEC 60085:
24	Specification for Mechanical Performance: Vibration	ISO 10816:
25	Specification for Reciprocating Internal Combustion Engines	ISO 3046:
26	European Commission (dangerous substances) (Classification, packing, labelling, and Notification of Regulations 1992.	SI 426:
27	Congress International des Machines a Combustion Recommendations for Diesel Engine Acceptance Test	CIMAC
	Quality assurance	ISO 9000:
28	Specification for electrical installations to buildings other than dwellings houses	TPD-001-EL&PSPEC
29	Specification for low voltage distribution boards	TPD-002-DBSPEC

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 937/TPT

DESCRIPTION OF THE WORKS: DESIGN, MANUFACTURE, OFF SITE TESTING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) NEW 1000KVA MINI SUBSTATION AND ONE (1) 1000KVA MOBILE GENERATOR FOR THE ENGINEERING EQUIPMENT SERVICES (EES) BUILDING AT TRANSNET PORT TERMINALS (TPT) DURBAN CONTAINER TERMINAL PIER 1 FOR THE DURATION OF 12 MONTHS.

	Specification for the supply and installation of medium voltage and low voltage electrical cables	TPD-003-CABLESPEC
30	Specification for earthing and the protection of buildings and structures against lightning.	TPD-004-EARTHINGSPEC
31	Specification for the supply, delivery, offloading and installation of miniature substations	TPD-008-MINISUBSPEC
32	Specification for the supply, delivery, installation, and commissioning of a Diesel Driven Standby Generator Set	TPD-009-STANDBYPLANTSPEC
33	Corrosion Protection Standard	EEAM-Q-008
34	General Requirements and Conditions	EEAM-Q-016
35	Quality Management Specification	EEAM-Q-009
36	Commissioning and Handover	EEAM-Q-013
37	General Electrical Equipment	EEAM-Q-012
38	Testing on Electrical Equipment	EEAM-Q-020
39	Electronic Equipment	EEAM-Q-021

PART C4: SITE INFORMATION

Document Reference	Title	No of pages
C4	This cover / index sheet	1
	Site Information	2

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

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

1. Description of the Site and its surroundings

1.1. General description – Replacement of Mini sub and Generator

The site is within the Engineering Equipment Services (EES) building at Transnet Port Terminals (TPT) Pier 1 Container Terminal. The Durban Container Terminal (DCT) 'Pier 1' in the port of Durban is a specialized maritime facility with dedicated infrastructure and equipment for handling containerized cargo.

1.2. Direction and Access to Site

From the N2 of ramp, drive on the M7 Solomon Mahlangu Dr and make a turn to the R102 Umbilo Rd then make turn on Glosstonbury PI Road that will lead to Bayhead Rd that will lead to site. Access permit required to enter the Pier 1 entrance towards the site opposite the Bhekulwandle building to the Engineering Equipment Services (EES) building to the where the site is at. It is always important that the Contractor familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

The EES Workshop, is surrounded by the administration offices of the terminal manager, administration staff, and a server room at Pier 1, as the mini substation located at the EES building that will be replaced.

The vicinity of the work area and administration office has a traffic flow of cargo handling equipment, trucks as well as employees. During the construction / installation, the con must

always maintain a safe access to the port users.

1.4. Contractor Establishment

Upon receipt of the site access certificate, the contractor will be required to establish site offices and laydown areas. The facilities established on site will remain for the duration of the works, and connection points will be available for the contractor, however, the contractor will be required to pay for services utilized during the duration of the contract. The proposed contractor site establishment and laydown area is shown below.

Figure 2: Site Establishment



There is a basic screening (Alcohol and drug) required at all entry and exit points of the Port. If the contractor or its employees tested positive during the screening, employee will not be permitted inside the premises.

1.5. Operations on the site

The works will be performed in an operational environment; the road will remain operational with on-going traffic for the entire duration of the contract. The contractor is to take cognisance of the Transnet employees and its stakeholders in and around the road.

1.6. Subsoil information

Not applicable.

1.7. Hidden services

Not applicable.

1.8. Other reports and publicly available information

This report is to be read in conjunction with the C3 Works Information Report provided. It is envisaged that the contraction site will be available to the contractor through the duration of the works.