

## **TENDER ADVERT**

**Bid Number: TNPA/2023/02/0002/22862/RFQ**

**Bid Description: For the Supply, Delivery, Installation & Commissioning of a 33KV RMU in the Port of Durban for a period of six (06) months.**

**Name of Institution: Transnet SOC Ltd trading through its operating division Transnet National Ports Authority**

Place where the works or services are required: Port of Durban

**Date Published: 31 October 2023**

**Compulsory Site Visit : 09 November 2023 at 10h00 am**

**Closing Date / Time: 16 November 2023 at 13:00 pm**

Enquiries:

- Contact Person: Hlengiwe Cele
- **Email: [Hlengiwe.cele@transnet.net](mailto:Hlengiwe.cele@transnet.net)**
- Telephone number: 031-361 8392

Where bid documents can be obtained:

This bid may be downloaded directly from the National Treasury eTender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and Transnet Website at <https://www.transnet.net/TenderBulletins/TC/Pages/default.aspx> free of charge

Where bids should be submitted:

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

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

- **Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);**
- **Click on "TENDERS";**
- **Scroll towards the bottom right hand side of the page;**
- **On the blue window click on "register on our new eTender Portal";**
- **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 the "Log an Intent" button to submit a bid;**
- **Submit bid documents by uploading them into the system against each tender selected.**

Special Conditions:

If Tenderers download the RFQ off the Portal, they are required to send their contact details to the following address: [Hlengiwe.cele@transnet.net](mailto:Hlengiwe.cele@transnet.net) by **10 November 2023**. This is to ensure that any required communication (e.g., addenda to the RFQ) in relation to this RFQ reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.

**Only bidders who meet the below Pre-qualification need apply.**

- Tenderers need to attend a compulsory site visit/walk in order to be eligible to submit a bid document.**
- Tenderers need to submit a CIDB certificate**

**Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.**

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**For the Supply, Delivery, Installation & Commissioning of a 33KV RMU in the Port  
of Durban for a period of six (06) months.**

<b>RFQ NUMBER</b>	<b>: TNPA/2023/02/0002/22862/RFQ</b>
<b>ISSUE DATE</b>	<b>: 31 OCTOBER 2023</b>
<b>COMPULSORY SITE WALK</b>	<b>: 09NOVEMBER 2023</b>
<b>CLOSING DATE</b>	<b>: 16 NOVEMBER 2023</b>
<b>CLOSING TIME</b>	<b>: 12H00 PM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

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<b>Number</b>	<b>Heading</b>
---------------	----------------

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| C1.2 | Contract Data (Parts 1 & 2)  |
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#### **Part C2: Pricing Data**

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#### **Part C3: Scope of Work**

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#### **Part C4: Site Information**

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

## C1.1: Form of Offer & Acceptance

### Offer

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

### **Supply, Delivery, Installation & Commissioning of a 33KV RMU in the Port Of Durban for a Period of Six (06) Month.**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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



## C1.2 Contract Data

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority Queens Warehouse 237 Mahatma Ghandi Road, Durban, 4000 PO Box 1027, Durban, 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Lwandile Poswa</b>
	Address	<b>237 Mahatma Ghandi Road, Durban, 4000</b>
	Tel	<b>031 361 1146</b>
	e-mail	<a href="mailto:Lwandile.poswa@transnet.net">Lwandile.poswa@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Ayanda Zulu</b>
	Address	<b>237 Mahatma Ghandi Road, Durban, 4000</b>
	Tel No.	<b>031 361 3808</b>
	e-mail	<a href="mailto:Ayanda.zulu3@transnet.net">Ayanda.zulu3@transnet.net</a>
11.2(13)	The <i>works</i> are	<b>For the Supply, Delivery, Installation &amp; Commissioning of a 33KV RMU in the Port of Durban for a period of six (06) months</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li><b>1. Working in an operational area.</b></li> <li><b>2. Working close to operational machinery.</b></li> <li><b>3. Traffic congestion.</b></li> <li><b>4. Working in High Voltage and Low Voltage areas</b></li> <li><b>5. Any matters identified as per the scope of work.</b></li> <li><b>6. Underground services.</b></li> </ol>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>

11.2(16)	The Site Information is in	<b>Part C4</b>	
11.2(19)	The Works Information is in	<b>Part C3</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>	
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>1 March 2024</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Award Date</b>	<b>Variable</b>
		<b>2 Delivery of the Unit</b>	<b>3 months after award date</b>
		<b>3 Installation &amp; Handover</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 Approval of the SHE File</b>	<b>Variable</b>
		<b>2 Attendance of the induction process</b>	<b>Variable</b>
		<b>3 Attendance of the induction process</b>	<b>Variable</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>01 March 2024</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Four (4) weeks.</b>	

35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>One (1) week</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank (RMB) of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	
		<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>
		<b>the number of days with snow lying at 08:00 hours South African Time</b>
		<b>and these measurements:</b>
	The place where weather is to be recorded (on the Site ) is:	<b>Port of Durban, refer to Part C4.1</b>

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

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

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

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

- 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* provides these additional Insurances
- 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.**
- 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/R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**

**7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

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

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

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

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

<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>



60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.			
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:  If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa)  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, KwaZulu Natal, South Africa			
	The person or organisation who will choose an arbitrator				
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)			
	- if the arbitration procedure does not state who selects an arbitrator, is				
12	Data for secondary Option clauses				
X1	Price adjustment for inflation				
X1.1(a)	The <i>base date</i> for indices is				
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index by	prepared by

<b>0.30</b>	<b>Labour (People)</b>	<b>The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a>)</b>
<b>0.15</b>	<b>Plant (Equipment)</b>	<b>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>)</b>

<b>0.15</b>	<b>Material (Civil)</b>	<p>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.  (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>);  and</p>
<b>0.36</b>	<b>Material (Electrical)</b>	<p>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p>

	<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
	<b>0.01</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
	<b>1.00</b>		
	<b>0.15</b>	<b>Non-adjustable</b>	
	<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>	
<b>X5</b>	<b>Sectional Completion</b>		
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<b><i>Section</i></b>	<b><i>Completion date</i></b>
		<b><i>Description</i></b>	

		<b>1</b>	<b>Supply</b>	<b>3 months after award date</b>
		<b>2</b>	<b>Delivery</b>	<b>Variable after Supply</b>
		<b>3</b>	<b>Installation Handover</b>	
<b>X5 &amp; X7</b>	<b>Sectional Completion and delay damages used together</b>			
X7.1	Delay damages for late			
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:	<b>Section</b>	<b>Description</b>	<b>Amount per day</b>
	Remainder of the <i>works</i>			
<b>X7</b>	<b>Delay damages</b>			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are		<b>R1000 per day</b>	
<b>X16</b>	<b>Retention</b>			
X16.1	The retention free amount is		<b>Nil</b>	
	The retention percentage is		<b>Nil</b>	
<b>X18</b>	<b>Limitation of liability</b>			

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

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## 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:	

11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	
	<b>Data for Schedules of Cost Components</b>	<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>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
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			
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2-3
C2.2	The <i>bill of quantities</i>	5-6

## C2.1 Pricing instructions: Option B

### 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, April 2013 (ECC3) Option B states:

##### Identified and defined terms 11.2

- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (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.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
  - a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

#### 1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### 1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for

the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

## **2.2. General assumptions**

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

## C2.2 Bill of Quantities

PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b>1.</b>	<b>PRELIMINARY &amp; GENERAL, SAFETY AND LABOUR</b>				
<b>1.1.</b>	Preliminary and general	Sum	1		
<b>1.2.</b>	Safety file	Sum	1		
	<b>Sub-Total 1</b>				
<b>2.</b>	<b>Ring Main Unit</b>				
2.1	Supply and installation of a new 630A, 33kV, 16kA 3-Way Disconnecter Ring Main Unit in accordance with IEC 62271. The works shall be inclusive of earthing and bonding to the existing infrastructure.	sum	1		
2.2	Supply and installation of new plug in type 33kV termination kit for 300mm <sup>2</sup> single core XPLE existing cable ends	each	3		
2.3	Trenching and Backfilling	meter	5		
2.4	Testing and commissioning of the complete installation as well as issuing all the required test certificates in accordance SANS 10142-2	sum	1		
<b>Sub-Total (excluding VAT)</b>					
<b>VAT (15%)</b>					
<b>Sub-Total (including VAT)</b>					

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works</i> Information	6-13
	<b>Total number of pages</b>	<b>32</b>

### C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

This specification covers Transnet National Ports Authority's requirements for supply, installation, testing and commissioning of a new 33kV Ring Main Unit (RMU) at the existing 33kV line at the Tank Washout Yard in Bayhead at the Port of Durban.

#### 1.2 *Employer's objectives*

Transnet National Ports Authority (TNPA) requires a new RMU at the 33kV backup feeder line in Bayhead as detailed in the scope of work. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
SANS	South African National Standards
BS	British Standards
SABS	South African Bureau of Standards
IEC	International Electro-technical Commission
COC	Certificate of Compliance
PVC	Polymerizing Vinyl Chloride
EW	Earth Wire
BCEW	Bare Copper Earth Wire
UV	Ultraviolet
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager

DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification

SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

## 2 Scope of Work

### 2.1 Works Information

Transnet National Ports Authority (TNPA) requires supply and installation of a new 630A, 33kV Ring Main Unit. The RMU shall be a bottom entry compact 3-way isolators plug-in type, equipped with 630A SF6 fully insulated disconnectors in accordance with IEC 62271. The new RMU switchgear is to be installed into an existing floor mounted metal housing and shall be rated for a 16kA short circuit current. The contractors' scope of work shall be inclusive of earthing and bonding to the existing infrastructure, supplying and installing of 3 x plug-in type 33kV termination kits for 300m<sup>2</sup> single core XLPE existing cable ends as well as issuing of test certificates as required.

The *contractor* shall liaise with the *employer* at least 2 weeks prior to installation for permit arrangements and associated switching requirements.

## 3 Plant and Materials Standards and Workmanship

### 3.1 Applicable Standards

The *Contractor's* installation complies with the following:

SANS 10142-1	: The wiring of premises: Part 1 Low Voltage installation
SANS 10142-2	: The wiring of premises: Part 2: Medium Voltage installation
SANS 10200	: Neutral Earthing in Medium Voltage Industrial Power Systems
SANS 725	: IEEE Guide for Safety in A.C. Substation Grounding
IEC SANS 60529	: Protection against accidental contact, foreign bodies and ingress of water
IEC SANS 62271-1	: High-voltage Switchgear and Control-gear Part 1: Common Specifications
IEC SANS 62271-100	: High-voltage Switchgear and Control-gear Part 100: Alternating-current circuit breakers

- IEC SANS 62271-102 : High-voltage Switchgear and Control-gear: Alternating current disconnectors and earthing switches
- IEC SANS 62271-105 : High-voltage Switchgear and Control-gear: Alternating current switch-fuse combinations
- IEC SANS 62271-200 : High-voltage Switchgear and Control-gear: AC metal enclosed Switchgear and Control-gear for voltages above 1kV and up to and including 52kV.
- IEC SANS 62271-202 : High-voltage Switchgear and Control-gear: High voltage / low voltage prefabricated substations
- OHS Act : Republic of South Africa Occupational Health and Safety Act, Act 85 of 1993

#### 4 Construction

##### 4.1 Temporary works, Site services & construction constraints

###### 4.1.1 *Employer's* Site entry and security control, permits, and Site regulations.

The new RMU is to be installed in Tank washout Yard at the Port of Durban. The contractor will be provided a permit by security control permit located at 45 Bay Terrace after undergoing a safety induction. 4. The Contractor shall have his own transport to site. The access provided to contractors will include both vehicular and pedestrian access.

###### 4.1.2 The *Contractor* complies with the following requirements of the *Employer*:

- All Contractor's personnel who will be working on this project shall undergo an induction conducted by TNPA representative before occupying TNPA premises.
- All Contractor's personnel shall at all times carry their safety file and wear their uniform bearing their employer's name or colour code so as to be easily identifiable as being employed by the particular company concerned.
- The Contractor personnel shall adhere to all the standard operating procedures for TNPA security to ensure compliance to the applicable standards and regulations (e.g. International Ship and Port Facility Security (ISPS) Code).
- The Contractor personnel shall ensure compliance with National Ports Act and Port Rules.
- Adhere to the stipulated speed limits. The speed limit is strictly 30 km/h when driving inside the Port and reduced to 20 km/h in some specific operational areas.

###### 4.1.3 Restrictions to access on Site, roads, walkways and barricades

The area is classified as the major hazardous area and fully operational therefore access to this site has various restrictions.

4.1.4 The *Contractor* complies with the following requirements of the *Employer*:

- Persons entering site shall be granted an entry permit paid for by the contractor.
- The speed limit is strictly 30 km/h when driving in the Island View area.
- Permit will be required for all hot works to be done if applicable.
- Only authorised personnel are allowed to enter the cargo handling areas.
- Occupation shall be obtained before doing work on the 33kV line.
- No authorised vehicle entry to the site.
- No smoking or open flames are allowed.

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

Restrictions and hours of work may apply. It is very important that the Contractor keeps records of their people on site, including those of their Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

4.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

The contractor shall work in accordance to the TNPA working hours i.e. weekdays 08:00 – 16:00 for easy access to site.

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

4.1.8 Health and safety facilities on Site

4.1.8.1 All health and safety matters associated with the *Works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications which will be attached to the Works Information.

4.1.8.2 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

4.1.8.3 The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the *works*.

4.1.8.4 Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the Contractor's account.

4.1.8.5 The Contractor ensures that its Sub-Contractors comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

4.1.8.6 The Contractor ensures that its Sub-Contractors comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

4.1.8.7 The Contractor performs the works and all construction activities within the Site and Working Areas in accordance with the Contractor's Health and Safety Management Plan (CHSMP).

## **4.2 Title to Materials from demolition**

4.2.1 The *Contractor* has no title to all materials arising from demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

## **4.3 Cooperating with and obtaining acceptance of others**

4.3.1 The *Works* will be performed in an operational environment, TNPA employees will proceed with normal duties. The *Contractor* shall liaise with the project manager in scheduling work and shall comply with all instructions.

4.3.2 The *Contractor* performs the *Works* and co-operates with The *Employer* who operates on site during the entire duration of the Contract period.

4.3.3 The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period

## **4.4 Contractor's Equipment**

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

4.4.2 All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operator's qualifications and medical records.

4.4.3 The *Contractor* complies with the following:

- a) The *Contractor* shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
- b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
- c) The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.
- d) Equipment and materials to be used, shall be of high quality, and shall comply with all relevant specifications, codes as mentioned in the previous clause as well as Occupational Health and Safety Act of 1993(Act 85 of 1993).
- e) All materials used for the RMU supply and installation shall withstand the electric and electromagnetic effects of lightning current and predictable stresses without being damaged.
- f) All Materials and sizes shall be chosen bearing in mind the possibility of corrosion of either the RMU unit itself or the housing.
- g) Components of the RMU shall be manufactured from SABS approved materials.

**4.5 Equipment provided by the *Employer***

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

**4.6 Site services and facilities:**

4.6.1 No facilities will be provided by the *Employer*. The *Contractor* may, however, arrange with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.

**4.7 Facilities provided by the *Contractor*:**

4.7.1 No facilities required for this project.

**4.8 Existing premises, inspection of adjoining properties and checking work of Others**

4.8.1 The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.

#### 4.9 Control of noise, dust, water and waste

- 4.9.1 Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction, which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

#### 4.10 Completion, testing, commissioning, and correction of defects

- 4.10.1 The *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 including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

Item of work	To be completed by
As built drawings, Test Certificate, and Maintenance schedules	Completion Date.
Performance testing.	Completion Date

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

Repair defects identified within the guarantee period.

- 4.10.3 The Contractor provides the Employer with the following:

- A complete installation of the 630A 33kV RMU rated at 16kA fault level current including evaluating, testing, and commissioning.
- Undertakes to repair all faults due to bad workmanship and/or the use of faulty materials and to replace all defective materials within 12 months after the installation date.
- Rectifies all the defects to the satisfaction of Transnet National Ports Authority that may become apparent during the guarantee period.
- Conducts appropriate tests to prove equipment's Protection against accidental contact, foreign bodies, and ingress of water in accordance with IEC 60529.
- The contractor shall on completion of any installation or any modification to it, be required to conduct tests and checks as recommended in SANS 10142-2.

- 4.10.4 Commissioning



Only after installations have been tested, commissioned and all required documentation (including test certificates, as built drawings, are provided by the *contractor*, and passed as satisfactory by Transnet National Ports Authority, will they be accepted.

## 5 Electrical & mechanical engineering works and Workmanship

### 5.1 Electrical and Mechanical Engineering Works

All equipment offered shall be rated for continuous operation under the following conditions:

Altitude	Sea level
Ambient air temperature Celsius	Max. 35 degrees Celsius; Min. 5 degrees Celsius
Humidity	As high as 96 %
Lightning conditions	Severe
Atmosphere	Highly saline with heavy corrosive industrial, chemical and dust-laden nature. Frequent heavy rains driven by winds reaching speeds of 100 Km/h and above.
Current	The peak lightning current and its rate of rise shall be regarded as severe when $i_{max} = 200kA$ .

### 5.2 Workmanship

All workmanship shall be completed to the satisfaction of Transnet National Ports Authority. The contractor shall undertake work on the rectification of any defects that may arise during the maintenance period within seven days of him being notified by the Project Manager in writing of such defects.

## 6 List Of Drawings

### 6.1 Drawings issued by the *Employer*

Existing drawing (DHE-PEB-33) covering the affected section of the 33kV Network, which does not hinder pricing of the works is be provided to the winning tenderer if required.

## 7 Management and Start-Up

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

7.1.1 The *Contractor* provides the following:

Test Certificate

As built drawings

Maintenance schedules

#### 7.1.2 **As-Built and Final Documentation**

All documents mentioned in the previous clause (7.1.1) are to be submitted to TNPA project manager at handover.

The contractor shall undertake to repair and replace all faults and faulty materials due to bad workmanship during a period of 12 months.

### 7.2 **Safety risk management**

7.2.1 The *Contractor* complies with the following Safety Management Plan (SMP): All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications attached to this *Works Information*.

7.2.2 The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

7.2.3 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

7.2.4 Further to more, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.

7.2.5 The *Contractor* ensures that its Sub-Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

7.2.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

7.2.7 The *Construction Manager* is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.

7.2.8 The *Construction Manager* specific tasks (in the context of the SMP) are:

- a) Implement the *Employers* safety management system.
- b) Monitor *Contractor's* compliance to the CHSMP.

- c) Ensure risk is at an acceptable level.
- d) Ensure the *Contractor's* workforce and Construction Management Team is competent.

7.2.9 The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.

7.2.10 The *Project Site Safety Manager* (PSSM) specific tasks are:

- a) Ensure that the overall project safety requirements are complied with.
- b) Provide guidance on safety related issues arising during the execution of the project.

### 7.3 Environmental Constraints and Management

The *Contractor* complies with the following Construction Environmental Management Plan (CEMP):

- 7.3.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the provisions of the environmental management plan guidelines as contained in attached to and also in accordance with the TNPA Standard Environmental Specifications as contained in attached to this Works Information.
- 7.3.2 The *Contractor* performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the Standard Environmental Specification (SES) and Project Environmental Specifications (PES).
- 7.3.3 The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 7.3.4 The PES describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.
- 7.3.5 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:
- 7.3.6 Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:
  - a) Establishment of construction lay down area
  - b) Hazardous and non-hazardous solid waste management

- c) Storm water management
- d) Contaminated water management
- e) Prevention of marine pollution
- f) Diesel tanks and refuelling procedures
- g) Dust control
- h) Spoil dumping
- i) Sourcing, excavating, transporting and dumping of fill material
- j) Noise and vibration control
- k) Rodent and pest control
- l) Environmental awareness training
- m) Site division
- n) Emergency procedures for environmental incidents
- o) *Contractor's* SHE Officer
- p) Closure of construction laydown area

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

7.3.8 The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

#### **7.4 During the installation period, the *Contractor* complies with the following:**

7.4.1 A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site including Sub-Contractors and their staff as well as suppliers are familiar with and understand the specifications contained in the SES as amended by the PES.

7.4.2 Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

- 7.4.3 Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.
- 7.4.4 The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.
- 7.4.5 The list below is a list of some of the other issues that the *Contractor* must ensure he has planned for to meet the requirements of the environmental specifications. It is not a comprehensive list but serves as a guide:
- a) Workshop and maintenance of plant
  - b) Protection of historical and archaeological artefacts
- 7.4.6 The *Contractor* complies with environmental inspections and audits which will be conducted by TNPA environmental officers during the execution of the project, detailed requirements of the audits to be agreed with the successful tenderer after award.
- 7.4.7 The *Contractor* ensures that all personnel on Site including Sub-Contractors and their staff are familiar with and understand the requirements of the CEMP.

## **7.5 The *Contractor* complies with the following SES:**

- 7.5.1 The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP, to ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

### **Effluent Management**

All effluent water from the camp / office Sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

### **Waste Management Objective**

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

Examples of typical construction waste which, could be expected on the Site are indicated in the following table:

**TABLE 2: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION**

WASTE	CLASSIFICATION	
	HAZARDOUS	NON-HAZARDOUS
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Waste paint and/or solvent	X	
Waste oil	X	
Phenolic waste	X	
Waste concrete		X
Rubble (not contaminated by oil or organic compounds)		X
Waste containing appreciable properties of fibrous asbestos	X	
Sewerage sludge	X	
Scrap metal		X
Explosive waste	X	
Waste timber		X
Waste Cable		X
PCB waste	X	
Waste plastic		X
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Domestic waste		X

### Scope

The standard applies to all construction, commissioning and Site activities that may lead to the generation of waste.

### **Approach**

Waste is grouped into general or hazardous, depending on its characteristics. The classification determines handling methods and the ultimate disposal of the Material.

General waste to be expected during construction includes the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

Hazardous waste is waste, which has the potential, even in low concentrations, to have a significant adverse effect on public health and/or the environment. This would be on account of its inherent chemical and physical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other property.

### **Waste avoidance and minimisation**

A ladder approach to waste management is encouraged. Waste should preferably be managed in the following order:

- Prevent: by waste avoidance and minimisation during production
- Recycle: waste recycling, recovery and utilisation
- Treat: waste treatment in order to reduce toxicity and to minimise the quantities of waste
- Disposal: waste disposal, probably by incineration, destruction or landfill

### **Waste Management**

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

- The classification of waste determines handling methods and the ultimate disposal of the Material. The *Contractor* shall manage hazardous wastes that are anticipated to be generated by his operations as follows:
- Characterise the waste to decide if it is general or hazardous
- Obtain and provide an acceptable container with label

- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the *Contractor's* waste environment management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal Site
- Provide documentary evidence of proper disposal of the waste

The EO must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

The *Contractor* shall manage NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by operations as follows:

- Determine if waste is non-hazardous and obtain containers for waste storage
- Notify waste hauler when container is full so that it can be removed and replaced with an empty

On the Project, however, waste generating entities are directed to control the generation of non-hazardous waste by:

- Eliminating waste generation or reducing the total volume
- Reducing the degree of contamination of waste generated
- Reclaiming materials otherwise considered waste

The *Contractor* shall therefore recycle NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by its operations as follows:

Obtain and label recycling containers for:

- Office Waste
- Aluminium and steel cans
- Glass Bottles
- Scrap Metals
- Waste Timber
- And locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

Spent batteries, circuit boards, and bulbs, while non-hazardous, require special collection and handling.

### **Vehicle and Equipment Refuelling Objective**



To eliminate / control fuel and oil spillage at refuelling facilities

### **Scope**

The standard applies to all refuelling, lubrication and oil changing requirements on all vehicles and machinery.

### **Refuelling**

Engine driven compressors, pumps, air conditioners, and arc welders can have small leaks (usually oil) that can accumulate to become spills, which require clean up. These leaks become more evident if the equipment remains in the same place for an extended period of time. Damaged fuel tanks, fuel hoses, and fuel pumps can be sources of significant fuel leaks. Hydraulic systems can blow gaskets or hoses resulting in large quantities of hydraulic fluid spilled to the ground and under lock and key arrangements.

### **Control**

No vehicles or machines shall be serviced or refuelled on Site except at designated servicing or refuelling locations, no oil or lubricant changes shall be made except at designate locations, or in case of breakdown or emergency repair.

The *Contractor* shall store fuel and oil at a secure area, which shall be bunded and designed with a liner or paved surface to prevent spillage from entering the ground.

The *Contractor* shall provide details of its proposed fuel storage and fuelling facility to the EO for approval, the design shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 15 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

### **Spill Response**

The *Contractor* shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 115 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

The *Contractor* shall provide details for approval of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous Materials. The plan will show measures to be taken to remove contaminated soils from Site and demonstrate complete removal of contamination.

The *Contractor* shall instruct construction personnel on the following spill prevention and containment responsibilities:

- Repair all leaks of hydrocarbons or chemicals as soon as possible
- Take all reasonable means to prevent spills or leaks
- Do not allow sumps receiving oil or oily water to overflow
- Prevent storm water run-off from contamination by leaking or spilled drums of oil or chemicals
- Do not discharge oil or contaminants into storm sewer system

If a spill to land occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Actions necessary to prevent the spill from contaminating groundwater or off Site surface water
- Disposal of contaminated Material to location designated thereto
- Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment Equipment.

If a spill to water occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Notifying the appropriate on-Site authorities
- Actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent Material
- Proper disposal of spilled Material

## **Dust Management**

### **Objective**

The *Contractor* (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

### **Scope**

Control of dust on the construction Site and access roads.

## **Dust Management**

Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

Dust to be controlled on unsurfaced access roads and Site roads using sprayed water. The *Contractor* is responsible for managing dust generated as a result of his activities. The CM will be responsible for the dust control of the Site and Working Areas.

Some dust control measures, which are normally applied during construction, are presented in this section for inclusion by the *Contractor* in the *Contractor's* dust control method statement.

These dust-mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20 km/h
- Wash the paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required.
- Environmental friendly soil stabilisers may be used as additional measures to control dust on gravel road and construction area
- Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)
- Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, to prevent wind-blown dust.
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).
- Water for dust control shall be taken only from approved sources.

## **Noise Management**

### **Objective**

To maintain construction noise at the Site within required limits.

### **Scope**

Construction noise at the construction Site.

### Noise Management

- Keep all Equipment in good working order
- Operate Equipment within its specification and capacity and don't overload machines
- Apply regular Maintenance, particularly with regards to lubrication
- Operate Equipment with appropriate noise abatement accessories, such as sound hoods

Noise control measures for incorporation by the *Contractor* in its noise control plan shall include the following:

- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, so that it will not produce excessive or undesirable noise when it is released.
- All the *Contractors'* Equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, for construction plant noise generation.
- All the *Contractors'* vehicles shall be fitted with effective exhaust silencers and shall comply with *Road Traffic Act* (Act 29 of 1989) when any such vehicle is operated on a public road.
- If on Site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (*Occupational Health and Safety Act* (Act 85 of 1993)).
- Normal machine working hours will be 06:00 – 22:00 Monday to Saturday. Outside these hours machine operations will be subject to approval. This does not define shift hours

### Fire prevention

#### Objective

To minimise the risk of uncontrolled fires.

#### Scope

All activities on or near the Site that could initiate an uncontrolled fire.

### Fire control

Fires shall only be allowed in facilities or Equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office Sites.

All conditions incorporated in the requirements of the Occupational Health and Safety Act shall also be implemented.

## **7.6 Quality assurance requirements**

- 7.6.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) to satisfy the requirements of the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 7.6.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- a) Quality Plan for the contract;
  - b) Quality Policy
  - c) Index of Procedures to be used; and
  - d) A schedule of internal and external audits during the contract
- 7.6.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 7.6.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 7.6.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information.
- 7.6.6 The Project Quality Plan means the *Contractor's* statements, which outlines strategy, methodology, resources allocation, and Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- 7.6.7 The Procedures means the *Contractor's* systems for management of:
- a) Documentation Control
  - b) Design Control
  - c) Procurement

7.6.8 The Inspection and testing means:

- a) Quality Control Plans
- b) Inspection Points
- c) Schedule of Inspections
- d) Field Inspection Checklists
- e) Inspection notification
- f) Inspection and testing
- g) Inspection release
- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

**7.7 Contractor's management, supervision and key people**

7.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

7.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

7.7.3 The CSHEO tasks are:

- a) Daily, weekly and monthly inspections of the Site and Working Areas. The *Contractor* is referred to Annexure Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
- b) Reporting of any environmental incident to the *Project Manager*
- c) Attendance at all SHE meetings, toolbox talks and induction programmes
- d) Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- e) Ensuring that environmental signage and barriers are correctly placed. The CSHEO submits daily, weekly and monthly checklists to the SHEC.

7.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

7.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.

7.7.6 The CIRP tasks are:

- a) Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- b) Resolve all human resources and industrial relations matters arising from the *Contractor* 's employees;
- c) Represent the *Contractor* at all industrial relations meetings.



## PART C4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

### 1. Description of the Site and its surroundings

#### 1.1. General description

This specification covers Transnet National Ports Authority's (TNPA) requirements for supply, installation, testing and commissioning of a new 33kV Ring Main Unit (RMU) at the existing 33kV line at the Tank Washout Yard in Bayhead at the Port of Durban. Details for specific requirements are as listed in the document part C2 – Pricing Data and part C3 Works Information Engineering and Construction Contract \_Rev 0A. The Ring Main Unit will be installed at Tank Washout situated alongside Bayhead Road in the Port of Durban Precincts as shown on figure 1 below. TNPA arrange access for the *Contractor* when work needs to be conducted. The *Contractor* shall work in accordance with TNPA Port Engineering operating times which are from 8h00 to 16h00 weekdays only.





Figure 1: Tank Washout Port of Durban Aerial View

The *Contractor* must comply with the following requirements of the *Employer*:

- All *Contractor's* personnel who will be working on this project shall undergo an induction conducted by TNPA representative before occupying TNPA premises.
- All *Contractor's* personnel shall at all times carry their Identity card and wear their uniform bearing their employer's name or colour code so as to be easily identifiable as being employed by the particular company concerned.
- The *Contractor* personnel shall adhere to all the standard operating procedures for TNPA security to ensure compliance to the applicable standards and regulations (e.g. International Ship and Port Facility Security (ISPS) Code).
- The *Contractor* personnel shall ensure compliance with National Ports Act and Port Rules.
- Adhere to the stipulated speed limits. The speed limit is strictly 30 km/h when driving inside the Port and reduced to 20 km/h in some specific operational areas.
- Access to certain areas like HV electrical substations is restricted and can only be accessed through TNPA authorised personnel.
- Persons entering Island View shall be granted a Cutler entry permit paid for by the Contractor.
- Berth Occupation shall be obtained before doing work on the Island View pipe rack.
- Other site conditions are mentioned in Part C3 – Works Information document.

### **1.2. Existing buildings, structures, and plant & machinery on the Site**

The Ring Main Unit to be covered through this contract is Tank Washout Ring Main Unit.

### **1.3. Hidden services**

The buildings where works need to be conducted consists of underground services such as water pipes and electrical cables. The contractor should ensure that he/she does not damage any nearby services such as electrical cables and pipes.

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>For the Supply, Delivery, Installation &amp; Commissioning of a 33KV RMU in the Port of Durban for a period of six (06) months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY SITE WALK</b>	<p>A Compulsory site walk will be conducted at</p> <p><b>Location pin:</b></p> <p><a href="https://maps.apple.com/?ll=-29.903916,31.013080&amp;q=Dropped%20Pin&amp;t=h">https://maps.apple.com/?ll=-29.903916,31.013080&amp;q=Dropped%20Pin&amp;t=h</a></p> <p><b>Co-ordinates :</b></p> <p>29°54'16.51 S" 31°00'47.04 E"</p> <p><b>NMPP Site (on the 09 November 2023, at 10:00am [10 O'clock] for a period of ± 2 (two) hours</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to send through Identity Document (ID) for the access permit application.</li> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE (Protective Personal Equipment) will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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<b>CLOSING DATE</b>	<b>12:00pm on (16 November 2023)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 2. TENDER SUBMISSION

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

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

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

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

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

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14], [**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.....

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

## T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Hlengiwe Cele
	Address:	237 Mahatma Ghandi , Queens Warehouse
	Tel No.	031- 361 8392
	E – mail	<a href="mailto:Hlengiwe.cele@transnet.net">Hlengiwe.cele@transnet.net</a>

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

**1. Stage One - Eligibility with regards to attendance at the compulsory site walk:**

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

### **3. Stage Three - Functionality:**

(Generally tender submissions are evaluated in terms of Financial offer and preference. In the event of Functionality being introduced as part of an evaluation criteria, such requirement must be stated in the tender documents.

For the proper application of Functionality work shall be classified as follows:

Simple/Straightforward/Routine work – where tasks or activities are straightforward in nature in terms of which inputs are relatively well know and outputs can be readily defined –Functionality cannot be specified for this class of work or type of work

Complex work – characterised by requirements for higher levels of skills , greater resources or not well defined inputs and outputs

Specialist work – requiring considerable innovation , creativity , and expertise or skill (or both) or work that has a high downstream impact )

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 points**.

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

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

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

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-2 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

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

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **16 November 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
  3. A valid CIDB certificate in the correct designated grading;
  4. Proof of registration on the Central Supplier Database;
  5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity 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

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C3.11 The minimum number of evaluation points for functionality is: **60 points**

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

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

### **Functionality Criteria**

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

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Maximum number of points</b>
<b>T2.2-03 Management &amp; CVs of Key persons:</b>	<p>The tenderer to demonstrate that the appointed project personnel have sufficient knowledge, experience, and qualifications to provide the required services:</p> <p><b>Site Management:</b></p> <p>1 x Supervisor 1 x Master Electrician</p> <p><b>Site Officer:</b></p> <p>SHE Officer (SACPCMP Registered)</p>	<b>30</b>
<b>T2.2-04 Health and Safety</b>	<p><b>Safety, health and environment (SHE) plan:</b></p> <p>The Tenderer shall submit a Safety, health and environment (SHE) plan covering all requirements</p>	<b>15</b>

	<p>of the Employer document in Part C3: Scope of Service.</p> <p><b>Method Statement:</b></p> <p>The Tenderer shall submit a comprehensive safety work Method Statement specific to the scope of the Project.</p> <p><b>Risk Assessment:</b></p> <p>Tenderer shall submit a detailed Safety Health and Environment (SHE) Risk Assessment specific to the scope of the project. This document should reflect any foreseeable project specific risks, stakeholders and any other relevant approvals from authorities. Tenderer must present all mitigation measures along with a Safety Work Method Statement</p>	
<b>T2.2-05 Environmental Management</b>	<p>Environment Management Plan (EMP) specific to the scope of the project.</p> <p>Environmental aspects and impacts together with mitigation measures must be clearly defined..</p>	<b>10</b>
<b>T2.2-06 Previous Experience</b>	<p>The Tenderer must submit a traceable references list</p>	<b>20</b>

	<p>to substantiate experience indicated (Client name and contact details, project description, duration and contract value.</p> <p>Tenderers shall ensure that for all projects listed, either a copy of the signed contract, purchase order or completion certificate have been submitted for each project to be considered.</p>	
<b>T2.2-07 Programme</b>	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion and Completion Date. In addition, the Programme clearly demonstrates adequate provision for Time Risk Allowance (TRA).	<b>15</b>
<b>T2.2-08 Quality</b>	Project Quality Plan (PQP) Quality Control Plans (QCP's)	<b>10</b>
<b>Maximum possible score for Functionality</b>		<b>100 Points</b>

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

T2.2-03 Management & CVs of Key Persons

T2.2-04 Health and Safety Requirements Management

T2.2-05 Environmental Management

T2.2-06 Previous Experience

T2.2-07 Programme

T2.2-08 Quality

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)) or 0, 40, 70, 90 or 100 (logarithmic scale, more suitable for NEC3, PSC or Supply Contract). Compilers, please delete sentences in RED as and when the Procurement/CFST decides on the relevant scale.

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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- C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated (in case Functionality is not applicable – Please delete this note) 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,

Thresholds	Minimum Threshold
Technical / functionality	60 points

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 and 2	5
People with Disability	5
Company majority owned by black women	5
Company majority owned by black youth	5
Non-compliant contributor	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and a note confirming the disability and/or Employment Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Indur confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate in case of JV, a consolidate scorecard will be accepted as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexure
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) of the sub-contracting entities.
The promotion of enterprises located in a specific province/region/municipal area for	CIP - Registered address of entity

work to be done or services to be rendered in that province/region/municipal area

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	
B-BBEE Status Level of Contributor 1 and 2	
People with Disability	
Company majority owned by black women	
Company majority owned by black youth	
	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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



justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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

- T2.2-01      **Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration**
- T2.2-02      **Stage One as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at the Compulsory Site Walk Meeting**

### **2.1.2      Stage two as per CIDB: these schedules will be utilised for evaluation purposes:**

- T2.2-03      **Evaluation Schedule:** Management & CVs of Key Personnel
- T2.2-04      **Evaluation Schedule:** Health and Safety Management
- T2.2-05      **Evaluation Schedule:** Environmental Management
- T2.2-06      **Evaluation Schedule :** Previous experience
- T2.2-07      **Evaluation Schedule :** Programme
- T2.2-08      **Evaluation Schedule :** Quality Management

### **2.1.3      Returnable Schedules: General:**

- T2.2-09      Authority to submit tender
- T2.2-10      Record of addenda to tender documents
- T2.2-11      Letter of Good Standing

### **2.1.4      Agreement and Commitment by Tenderer:**

- T2.2-12      Compulsory Enterprise Questionnaire
- T2.2-13      Non-Disclosure Agreement
- T2.2-14      RFQ Declaration Form
- T2.2-15      RFQ – Breach of Law
- T2.2-16      Certificate of Acquaintance with Tender Document
- T2.2-17      Service Provider Integrity Pact
- T2.2-18      Supplier Code of Conduct
- T2.2-19      Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

### **2.1.5      Financial/Insurance:**

- T2.2-20      Insurance provided by the Contractor
- T2.2-21      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 C2.1 Pricing Instructions**

## **2.5 C2.2 Pricing List**

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2EP class or Higher** 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 2EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

### Certificate of Attendance at Tender Site Visit

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender site visit

Held at:	NMPP Site ( Co-ordinates: 29°54'16.51 S" 31°00'47.04 E")	
On (date)	09 November 2023	Starting time: 10h00 am

#### Particulars of person(s) attending the site visit:

Name

Signature

Capacity

#### Attendance of the above company at the site visit was confirmed:

Name

Signature

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

Date

## **T2.2-03: Evaluation Schedule – Project Organogram, Management & CV's of Key Personnel**

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

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from two different points of view, namely:
  - i. General 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 Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
    - a. Name
    - b. Date and place of birth
    - a. Place (s) of tertiary education and dates associated therewith
    - b. Professional awards
  - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
  - v. Outline of recent assignments / experience that has a bearing on the Scope of Works
3. CV's for people proposed for all identified posts including:

### **Site Management:**

#### **▪ Site Supervisor**

The Site Supervisor shall at least have a minimum qualification of a National Diploma in Electrical Engineering and registered as a professional with ECSA. The supervisor should have experience in installation, testing, Protection and commissioning of 33KV Switchgear.

#### **▪ High Voltage Electrician**

The Master Electrician shall be a certified cable jointer and should have a Trade Certificate in Electrical Engineering and a Wireman's License with experience in installation, testing and commissioning of 33KV Switchgear.

▪ **Site Officer**

Safety, Health and Environmental Officer

The SHE Officer must be a registered Health and Safety Officer with SACPCMP with 3 years minimum experience in construction projects of similar magnitude and higher, and have a SAMTRAC or modern SHEQ risk management training course as a minimum qualification.

4. Submit a comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works* inclusive of the key staff.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Site Supervisor		
2	High Voltage Electrician		
3	Safety Officer		
4			
5			
6			

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

	<b>General experience for the following:</b>  <b>Site Management:</b> Site Supervisor x 1      5 Master Electrician x 1      5 Safety Officer x      5	<b>Education, training and skills Adequacy for the following:</b>  <b>Site Management:</b> Site Supervisor x 1      5 Master Electrician x 1      5 Safety Officer x      5
<b>Points</b>	<b>15</b>	<b>15</b>
<b>0</b>	Failed to provide information. No response.	
<b>20</b>	Key staff does not have relevant levels of experience.  <ul style="list-style-type: none"> <li>Contract Manager: &lt; 3 Years</li> <li>Construction Manager: &lt; 3 Years</li> <li>Engineer: &lt; 3 Years</li> </ul>	Key staffs does not have project specific education, skills and training.  <ul style="list-style-type: none"> <li>Very poor response – Education, training and skills are totally</li> </ul>

	<ul style="list-style-type: none"> <li>Foreman: &lt; 3 Years</li> <li>Safety Officer: &lt; 3 Years</li> </ul>	insignificant to satisfy the minimum requirements.
<b>40</b>	<p>Key staff has limited level of relevant experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: ≥ 3 but &lt; 5 years</li> <li>Construction Manager: ≥ 3 but &lt; 5 years</li> <li>Engineer: ≥ 3 but &lt; 5 years</li> <li>Foreman: ≥ 3 but &lt; 5 years</li> <li>Safety Officer: ≥ 3 but &lt; 5 years</li> </ul>	<p>Key staff has limited levels of required specific education, skills and training.</p> <ul style="list-style-type: none"> <li>Below minimum response – Education, training and skills lack convincing evidence to satisfy the minimum requirements</li> </ul>
<b>60</b>	<p>Key staff has the required minimum levels of experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: ≥ 5 but &lt; 7 years</li> <li>Construction Manager: ≥ 5 but &lt; 7 years</li> <li>Engineer: ≥ 5 but &lt; 7 years</li> <li>Foreman: ≥ 5 but &lt; 7 years</li> <li>Safety Officer: ≥ 5 but &lt; 7 years</li> </ul>	<p>Key staff has the required minimum levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Satisfactory response – Education, training and skills meet certain aspects of the minimum requirements.</li> </ul>
<b>80</b>	<p>Key staff has extensive levels of relevant experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: ≥ 7 but &lt; 10 years</li> <li>Construction Manager: ≥ 7 but &lt; 10</li> <li>Engineer: ≥ 7 but &lt; 10</li> <li>Foreman: ≥ 7 but &lt; 10</li> <li>Safety Officer: ≥ 7 but &lt; 10 years</li> </ul>	<p>Key staff has extensive levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Good response – Education, training and skills meet the minimum requirements.</li> </ul>
<b>100</b>	<p>Key staff has the required minimum levels of experience.</p> <ul style="list-style-type: none"> <li>Contract Manager: ≥ 10 years</li> <li>Construction Manager: ≥ 10 years</li> <li>Engineer: ≥ 10 years</li> <li>Foreman: ≥ 10 years</li> <li>Safety Officer: ≥ 10 years</li> </ul>	<p>Key staff has outstanding levels of education, skills and training.</p> <ul style="list-style-type: none"> <li>Excellent response – All specified education, training and skills are meet and exceeded.</li> </ul>



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

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\*As per defined Evaluation Criteria

The undersigned, who warrants that he / she is duly authorized 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 \_\_\_\_\_

Tender \_\_\_\_\_

## **T2.2-04: Evaluation Schedule: Safety, Health and Environment (SHE)**

The Tenderers are required to submit the following documents as a minimum:

- Overview of Tenderer's SHE plan specific to the project.
- Detailed Risk Assessment
- Safety Work Method Statement

### **Index of documentation attached to this schedule:**

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The scoring of the Tenderer's Healthy and Safety submission will be as follows: \*

<b>Sub-Criteria</b>	<b>SHE Plan</b>	<b>Safety Work Method Statement</b>	<b>Risk Assessment</b>
<b>Points</b>	<b>2.5</b>	<b>10</b>	<b>2.5</b>
<b>0</b>	No response or Submission	No response or Submission	No response or Submission
<b>20</b>	Roles and responsibilities do not meet the Occupational health and safety Act and Transnet health and safety specification.	The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.	Information supplied is totally insignificant/inadequate to the inherent risks and measures to mitigate the required standard of service.
<b>40</b>	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety specification.	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.	Poor response/answer/solution lack convincing evidence relating to risk management strategies to meet the employer's requirements.
<b>60</b>	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.	Satisfactory response/answer/solution to the inherent risks associated with the scope of services and the evaluation and mitigation objectives, given evidence that the employer's requirements will be met.
<b>80</b>	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety specification.	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to	Good response/answer/solution gives real confidence that the tenderer has clearly identified and evaluated inherent risks and excellent mitigation strategies associated with the key deliverables of the project.

		manage activities is specifically tailored to the critical characteristics of the project.	
<b>100</b>	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Transnet Health and Safety Management Specification.	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.	Beside identifying and evaluating the inherent risks associated with the project, the evaluation and mitigations are approached in an innovative and efficient way, indicating that the tenderer has an outstanding knowledge to meet the key deliverables of the project.

The undersigned, who warrants that he / she is duly authorized 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 \_\_\_\_\_

Tender \_\_\_\_\_

## T2.2-05: Evaluation Schedule: Environmental Management

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

- Transnet Health and Safety Specification
  - Environment Management Plan Guidelines
1. The tenderer must submit an Environment Management Plan (EMP) specific to the scope of the project. Environmental aspects and impacts together with mitigation measures must be clearly defined.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

The scoring of the Tenderer's Environmental Management submission will be as follows: \*

Points	10
Score 0	0= Environmental Management Plan (EMP) for the proposed activities not submitted
Score 20	2= Service provider has submitted an EMP with 2 or less key elements met.
Score 40	4= Service provider has submitted an EMP with 3 to 6 key elements met.
Score 60	6= Service provider has submitted an EMP with 7 to 8 key elements met.
Score 80	8= Service provider has submitted an EMP with 9 to 12 key elements met.
Score 100	10= Service provider has submitted an EMP with all 13 key elements met.

The undersigned, who warrants that he / she is duly authorized 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 \_\_\_\_\_

Tender \_\_\_\_\_

## T2.2-06: Evaluation Schedule: Previous Experience

### Note to tenderers:

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

- The Tenderer must submitted a traceable references list to substantiate experience indicated (Client name and contact details, project description, duration and contract value)
- Tenderers shall ensure that for all projects listed, either a copy of the signed contract, purchase order or completion certificate have been submitted for each project to be considered.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

<b>Points</b>	<b>20</b>
<b>Score</b>	<b>Previous Experience</b>
<b>0</b>	The Tenderer has not submitted the required information.
<b>20</b>	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 Works Information.  The tenderer has limited or poor evidence of previous experience.
<b>40</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute the scope of the project. Tenderers generally have experience in two (2) projects relating to the Works Information.  The tenderer has reasonable and relevant previous experience to the particular requirements of the Works Information.

<b>60</b>	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute the scope of this project. Tenderers generally have experience in three (3) projects relating to the Works Information.</p> <p>The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>service</i>.</p>
<b>80</b>	<p>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 four (4) projects relating to the Works Information.</p> <p>The tenderer has extensive previous experience in relation to the project.</p>
<b>100</b>	<p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in five (5) or more projects relating to the Works Information.</p> <p>The tenderer has comprehensive previous experience in projects of a similar nature.</p>

The undersigned, who warrants that he / she is duly authorized 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 \_\_\_\_\_

Tender \_\_\_\_\_

## T2.2-07: Evaluation Schedule - Programme

The Tenderer details the proposed programme below or refers to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme showing but not limited to the following:

The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Key Dates, Planned Completion, and Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA).

<b>Points</b>	<b>15</b>
<b>Score</b>	<b>Programme</b>
<b>0</b>	No response
<b>20</b>	The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors, which renders it unrealistic/unachievable. The tenderer has not demonstrated Time Risk Allowance (TRA).
<b>40</b>	The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors, which renders it unrealistic/unachievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA).
<b>60</b>	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA).
<b>80</b>	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA).
<b>100</b>	Besides meeting the above "80" rating, the critical aspects are approached in a manner, which demonstrates innovation and efficiency.



## T2.2-08: Evaluation Schedule – Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the quality management requirements stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
2. Quality Control Plan (Q.C.P) specific to the Project but not limited to:
  - Supplying, Installation, testing, and commissioning of the 33KV Ring Main Unit

These Q.C.Ps shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

### Attached submissions to this schedule:

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

The scoring of the Quality Management will be as follows:



	Project Quality Plan	Quality Control Plan
Points	5	5
0	The Tenderer has submitted no information to determine a score	
20	Information supplied is totally inadequate to satisfy the technical and quality requirements of the Contractors scope of works. Very poor/inadequate submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.	Information supplied is totally inadequate to satisfy the technical and quality requirements of the Contractors scope of works. Very poor information in the Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
40	Poor response – solution lacks convincing evidence, to satisfy the technical and quality requirements of the Contractor scope of works. Poor submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.	Poor response – solution lacks convincing evidence, to satisfy the technical and quality requirements of the Contractors scope of works. Poor information in the Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
60	Satisfactory response to the particular aspect of the requirements. Satisfactory submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.	Satisfactory response to the particular aspect of the requirements. Satisfactory information in the Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
80	Good response – solution demonstrate real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. Good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.	Good response – solution demonstrate real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. Good information in the Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.
100	Very good response – solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements. Very good submission of procedures, reviews, audits, control and records used to control and verify compliance with the specified Contractual requirements were submitted	Very good response – solution demonstrate real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. Very good information in the Q.C.P's identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The undersigned, who warrants that he / she is duly authorized 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 \_\_\_\_\_

Tender \_\_\_\_\_

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

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

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

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
 \_\_\_\_\_, 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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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



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

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

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

Name of Company/Members of Joint Venture:

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

## T2.2-12 : 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
B-BBEE Status Level of Contributor 1 and 2	
People with Disability	
Company majority owned by black women Company majority owned by black youth	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of 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
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 guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents

Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
<p>The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ul style="list-style-type: none"> <li>I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities</li> <li>II. Entities with a specified minimum B-BBEE level (1 and 2)</li> <li>III. EMEs and/or QSEs who are 51% black-owned</li> </ul>	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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



**(Tick applicable box)**

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South

Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any

<sup>2</sup> 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.

interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act

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

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

## **T2.2-13 NON-DISCLOSURE AGREEMENT**

**31 OCTOBER 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

## T2.2-14: RFQ DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through 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 T2.2-18 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://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](mailto: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.

## T2.2-15: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

\_\_\_\_\_  
SIGNATURE OF TENDER





## **T2.2-16 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

## **T2.2-17 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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 "Service Providers")

Description of the Service: For the Supply, Delivery, Installation & Commissioning of a 33KV RMU in the Port of Durban for a period of six (06) months

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## **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 Service Providers.

In order to achieve these goals, Transnet and the Service Provider hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Service Provider'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 Service Providers 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 Service Provider 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 Service Providers 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

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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 Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Service Providers the same information and will not provide to any Service Provider information through which the Service Providers could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Service Providers in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Service Providers 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 Service Providers participating in the tendering process.

### 3 OBLIGATIONS OF THE 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.

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- 3.2 The Service Provider 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 Service Provider commits to the following:
- a) The Service Provider 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 Service Provider 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 Service Providers 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 Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Service Provider will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Service Providers. 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 Service Provider will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Service Provider 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 Service Provider 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 Service Provider of South

Description of the Service: For the Supply, Delivery, Installation & Commissioning of a 33KV RMU in the Port of Durban for a period of six (06) months

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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 Service Provider will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Service Provider or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Service Provider 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 Service Provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Service Provider 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;



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- Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; or
  - f) tendering with the intention of not winning the Tender.

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- 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 Service Provider 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 Service Provider into question, Transnet may reject the Service Provider's application from the registration or tendering process and remove the Service Provider from its database, if already registered.
- 5.2 If the Service Provider 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 Service Provider 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

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position of the transgressors within the company hierarchy of the Service Provider 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 Service Provider can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

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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.

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- 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 Service Provider 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 Service Provider's database or any tendering process.
- 7.2 If it is found to be that the Service Provider made an incorrect statement on this subject, the Service Provider can be rejected from the registration process or removed from the Service Provider 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 Service Provider from the tendering process or call off the pre-contract negotiations without giving any compensation the Service Provider. However, the proceedings with the other Service Provider may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Service Provider;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Service Provide, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Service Provider; and

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- f) Exclude the Service Provider 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 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 Service Provider 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 Service Provider:

- 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 Service Provider 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 Service Provider.

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Service Provider. When a dispute arises between Transnet and its Service Provider, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the

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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 Service Provider make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Service Provider makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Service Provider 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 Service Provider be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Service Provider 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.

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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 .....



## **T2.2-18 : 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

## **T2.2-19 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 (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

<b>YES</b>	
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<b>NO</b>	
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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: \_\_\_\_\_

..... **(Pty) Ltd**

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-20: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	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/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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