

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP) TNPA/2022/07/0750/8341/RFP

THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM.

/2022/07/0750/8341/RFP

RFP NUMBER	: TNPA/2022/07/0750/8341/RFP
ISSUE DATE	: 29 Sep 2022
COMPULSORY BRIEFING (PORT OF DURBAN)	: 07 Oct 2022
COMPULSORY BRIEFING (PORT OF CAPE TOWN)	: 10 Oct 2022
COMPULSORY BRIEFING (PORT OF NGQURA)	: 11 Oct 2022
CLOSING DATE	: 28 Oct 2022
CLOSING TIME	: 16:00pm
TENDER VALIDITY PERIOD	: 180 business days

Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- | | |
|------|---------------------------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Contract Price with Activity Schedule |

Part C3: Scope of Work

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

Annexures to the works information:

Annexure A

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A compulsory briefing session will be conducted at the following address below:</p> <p style="text-align: center;">Port of Durban</p> <p>Queen Warehouse, 237 Mahatma Gandhi road, Point, Durban, 4001 on Friday, 07 October 2022 at 10:00am.</p> <p>Site visits to other ports will be arranged upon request. Tendres who wish to attend are to send their email address to: Mpho.Mohapi@transnet.net/ Azola.Gxamza@transnet.net.</p> <p>Site visit is compulsory however, on a scheduled time tenderer can meet representatives of Transnet at Queen Warehouse, 237 Mahatma Gandhi road, Point, Durban,4001 for a site visit. This will take place on Friday, 07 October 2022 from 10h00.</p> <p style="text-align: center;">Port of Cape Town</p> <p>TNPA House 10th floor boardroom, South Arm Road, Port of Cape Town on Monday, 10 October at 10:00am.</p> <p>Site visit is compulsory however, on a scheduled time tenderer can meet representatives of Transnet at TNPA House 10th floor boardroom, South Arm Road, Port of Ngqura, Port of Cape Town for a site visit. This will take place on Monday, 10 October 2022 from 10h00.</p>
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	<p style="text-align: center;">Port of Ngqura</p> <p>Neptune elwandle boardroom, Ground Floor, Admin Building (Emendi),N2 Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth on Tuesday, 11 October 2022 at 10:00am.</p> <p>Site visit is compulsory however, on a scheduled time tenderer can meet representatives of Transnet at Ground Floor, Admin Building (Emendi), N2 Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth for a site visit. This will take place on Tuesday, 11 October 2022 from 10h00.</p> <p>Tenderers who wish to attend are to send their email address to: Mpho.Mohapi@transnet.net. / Azola.Gxamza@transnet.net.</p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>Requirements for Site visit/walk:</p> <ul style="list-style-type: none">• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests, hard hats and life jackets;• Tenderers without the recommended PPE will not be allowed on the site walk;• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops, and Stores will undergo breathalyser testing;• All forms of firearms are prohibited on Transnet properties and premises; and• Transnet Covid-19 Procedures to be adhered to – included in the Annexures. <p>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p> <p><i>NOTE: It is the responsibility of the tenderer to ensure receipt of a Complete RFP with specifications, drawings and annexures.</i></p>
CLOSING DATE	<p>16:00pm on Friday 28 October 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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 T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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

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

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

Part C3: Scope of work

C3.1 Service Information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mpho Mohapi/ Azola Gxamza
	Address:	N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel No.	066 293 2210/078 167 4661
	E – mail	Mpho.mohapi@transnet.net / Azola.Gxamza@transnet.net

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 clarification meeting:

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

Eligibility Criteria, Certificate of Attendance at Tender Clarification Meeting must be submitted with the tender.

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

2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4.

Functionality: (if applicable)

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 score for functionality is 60 points.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion are as stated in C.3.11.3 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 RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1 Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

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

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

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

Time: 16:00 on the 28 October 2022

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 Business days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 3. Proof of registration on the Central Supplier Database;
 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

Functionality Criteria

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

TECHNICAL EVALUATION SCORING FOR THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM			
Evaluator's Name:			
Category	Sub-Criteria		Sub-Criteria Points
T2.2-03 -Customer Reference Letters	<p>The tenderer must demonstrate that they have done similar projects at other customers. The tenderer must demonstrate experience in implementation of at least three (3) full Digital Boardroom Solution projects (Hardware and Software). The tenderer must have implemented the technology that they are proposing.</p> <p>The tenderer must provide three (3) reference letters from current or previous clients (preferably South African clients), to confirm the Customer Satisfaction levels (out of 100%) in each letter for deployment services of a similar complexity and value, for a Digital Boardroom Solution (Hardware and Software) provided to them.</p> <p>Minimum Requirements:</p> <ol style="list-style-type: none"> 1. Digital Boardrooms Solution for different types of boardrooms (Small, Medium, Large and Conference rooms) 2. Outside door display panels that integrate to Microsoft Outlook 3. Boardroom booking solution integrated to Microsoft Outlook <p>Additional requirements</p> <ol style="list-style-type: none"> 4. Smart Boards technology 5. Portable PA System <p>The tenderer must submit three (3) customer reference letters on a client company letterhead for the projects that have taken place within the past 5 years.</p> <p>Each reference letter must have a date, signed by the customer, and contain:</p> <ul style="list-style-type: none"> • Customer company name • Company Address • Customer contact details (Email and Phone) • Project Scope of work • Project Start and End dates 		30

<p>T2.2-04 -Method Statement</p>	<p>The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.</p> <p>The tenderer must provide a full breakdown of how the proposed solution and implementation (Hardware and Software) per port.</p> <ul style="list-style-type: none"> • Ngqura • Port Elizabeth • East London • Cape Town • Saldanha • Mossel Bay • Durban • Richards Bay <p>The method statement should align with the scope of work provided; this is to be included in the response. The Technical Evaluation team are looking to ensure that the following items are catered for in the response:</p> <ol style="list-style-type: none"> 1. Digital boardrooms solution 2. Outside boardroom door display panel 3. Boardrooms booking software 4. Smart Board Solution 5. Portable PA System 6. Tour Guide system 7. Smart Digital Cameras 8. Comfort Screens 		<p>15</p>
<p>T2.2-05 - Technical Resource Allocation with key resources</p>	<p>The tenderer must use skilled personnel throughout the duration of the project. The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.</p> <p>Transnet wishes to see technical expertise in the areas of executing projects of similar size and scope. Further, Transnet wishes to see any relevant certifications held by technical individuals illustrating proficiency in the fields of Digital Boardroom Solution, Data Protection, proprietary hardware certifications, and networking.</p> <p>List of key roles must include the following disciplines:</p>		<p>25</p>
	<ol style="list-style-type: none"> 1. Certified Audio Visual and Video Conferencing Hardware Specialist 	<p>5</p>	

	2. Certified Audio Visual and Video Conferencing Configuration and Installation Specialist	5	
	3. Certified Audio Visual and Video Conferencing Software Developer	5	
	4. Project Manager	5	
	5. Training Specialist	5	
T2.2-06 - Skills Transfer	<p>The tenderer must provide training to all TNPA ICT Operations Support Team to enable them to support the boardroom solution. The training must be comprehensive and include but NOT limited to the following training scope items consisting of a Training Plan for the training process & list, E-Lab training, On the job training and Onsite classroom-based training (For skills relevant to maintaining the solution implemented):</p> <ol style="list-style-type: none"> 1. Administration of Digital Boardroom Hardware and Software 2. Backup and Recovery Administration 3. Disaster Recovery 4. Health Checks 5. Basic troubleshooting 6. Call Logging 7. End to End Training documentation <p>The detailed skills transfer plan and schedule must be submitted. The list of tasks to be performed per scope item must be compiled and the trainee must sign off that they are comfortable in performing all these tasks for the scope item to be considered complete.</p>		10
T2.2-07 Programme	<p>The Tenderer must provide a detailed Level 3 Project Specific Schedule on how the project will be conducted. Provide a well detailed plan and attach the project time-line that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones and responsible person for the work. The project plan starts when a vendor receives a purchase order.</p> <p>The project duration must not be longer than 15 months. It is preferred that the vendor cater for 12 months and allow 3 months contingency for unforeseen events that may delay the project. No project plan with a duration longer than 15 months will be accepted. The following is a suggested framework that can be used to draft the project plan, which must be presented as a Gantt chart using Microsoft Project or similar.</p>		10

	<p>The project plan must contain all these items, not less, but can be more. The following plan will commence once the vendor receives the purchase order.</p> <p>The Tenderer shall indicate the following:</p> <ul style="list-style-type: none"> • Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the implementation activities that will take place to provide the work • Schedule showing Starting, Completion, Sectional Completion and Key Dates as listed in Contract Data Part One -"Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM) • All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as nonworking periods • Against each activity or grouping of activities, the Tenderer indicates their "time risk allowances" and float shown. The Time Risk Allowances must be clearly defined and basis that were applied in calculating these durations. The Tenderer owns these allowances • At a minimum, a Level 3 Programme is developed electronically and a hard copy to be supplied with the Tender document. This Schedule development should be in Ms project. Primavera would be an added advantage. • The level of detail on the schedule should include, but not limited to, Key Milestones, Sectional Completion Milestones and Close-out activities 		
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<p>T2.2-08 Fault Logging Methodology for post implementation maintenance</p>	<p>The tenderer must provide an all hours, 24 x 7 x 365, fault logging and resolution approach/methodology proposal for post implementation maintenance. Each of the following fault logging scope items MUST be included:</p> <ol style="list-style-type: none"> 1. Fault Logging Approach 2. Classification of faults / incidents 3. Service Level Agreements / and resolution turnaround times 4. Support escalation – If 1st level support cannot resolve the call, 2nd level support must be called in and even OEM plant support must be called if required. Similarly, if remote support cannot solve a call, an on-premises technician must be dispatched. 5. Call home facility for hardware to automatically log calls by itself to alert technician without manual logging required 6. Complaints approach to address instances where call logging process has not worked 7. Must provide onsite support in cases when remote support has been attempted and has not worked 8. Must have spares available in the region to supply quickly in cases of component failure 	<p>10</p>
<p>Evaluator Signature: _____</p>		<p>Final score: _____ / 100</p>

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

- T2.2-03 Customer Reference Letters
- T2.2-04 Method Statement
- T2.2-05 Technical Resource Allocation with key resources
- T2.2-06 Skills Transfer
- T2.2-07 Programme
- T2.2-08 Fault Logging Methodology for post implementation maintenance

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

90 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,
and/ or

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,

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 BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

Returnable Schedule:

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

- T2.2-01 **Stage One:** Eligibility Criteria Schedule – Compulsory Clarification Meeting
- T2.2-02 **Stage Two as per PPPFA: Pre-qualification Criteria Schedule - B-BBEE Status Level**

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

- T2.2-03 **Evaluation Schedule:** Customer Reference Letters
- T2.2-04 **Evaluation Schedule:** Method Statement
- T2.2-05 **Evaluation Schedule:** Technical Resource Allocation with key resources
- T2.2-06 **Evaluation Schedule:** Skills Transfer
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Fault Logging Methodology for post implementation maintenance

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
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Site Establishment requirements

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-15 Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 RFP Declaration Form
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Job-Creation Schedule
- T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 Form of Intent to provide a Performance Guarantee
- T2.2-26 Forecast Rate of Invoicing

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

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Activity Schedule

2.6 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time: 10:00

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02 Pre-qualification Criteria Schedule:

a) A tenderer having a stipulated minimum B-BBEE status level 4 contributor.

The Tenderer is to submit the following documents or copies thereof

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-03 Customer Reference Letters

The tenderer must demonstrate that they have done similar projects at other customers. The tenderer must demonstrate experience in implementation of at least three (3) full Digital Boardroom Solution projects (Hardware and Software). The tenderer must have implemented the technology that they are proposing.

The tenderer must provide three (3) reference letters from current or previous clients (preferably South African clients), to confirm the Customer Satisfaction levels (out of 100%) in each letter for deployment services of a similar complexity, for a Digital Boardroom Solution (Hardware and Software) provided to them.

Minimum Requirements:

1. Digital Boardrooms Solution for different types of boardrooms (Small, Medium, Large and Conference rooms)
2. Outside door display panels that integrate to Microsoft Outlook
3. Boardroom booking solution integrated to Microsoft Outlook

Additional requirements

4. Smart Boards technology
5. Portable PA System

Requirement Information:

The tenderer must submit three (3) customer reference letters on a client company letterhead for the projects that have taken place within the past 5 years.

Each reference letter must have a date, signed by the customer, and contain:

- Customer company name
- Company Address
- Customer contact details (Email and Phone)
- Project Scope of work
- Project Start and End dates

Allocation of score

Score	Customer References
0	No response
20	One (1) Customer reference letter meets all minimum requirements
40	Two (2) Customer reference letters meet all minimum requirements
60	Three (3) Customer reference letters meet all minimum requirements
80	Three (3) Customer reference letters meet all minimum requirements plus additional requirements
100	Four (4) or more Customer reference letters meet all minimum requirements plus additional requirements

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-04: Evaluation Schedule: Method Statement

Note to tenderers:

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

The tenderer must provide a full breakdown of how the proposed solution and implementation (Hardware and Software) per port. The method statement should align with the scope of work provided; this is to be included in the response.

- Ngqura
- Port Elizabeth
- East London
- Cape Town
- Saldanha
- Mossel Bay
- Durban
- Richards Bay

The method statement should align with the scope of work provided; this is to be included in the response. The Technical Evaluation team are looking to ensure that the following items are catered for in the response:

1. Digital boardrooms solution
2. Outside boardroom door display panel
3. Boardrooms booking software
4. Smart Board Solution
5. Portable PA System
6. Tour Guide system
7. Smart Digital Cameras
8. Comfort Screens

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

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

Score 0	The tenderer has submitted no information or inadequate information to determine a score. No response or 5 of 8 of the scope of items for all ports
Score 20	Method Statement does include only 6 of 8 the scope items for all ports
Score 40	Method Statement does include only 7 of 8 of the scope items for all ports
Score 60	Full Breakdown of Proposed Solution submitted Method Statement must include 8 of 8 scope items and above to all Ports
Score 80	Full Breakdown of Proposed Solution submitted Method Statement must include more than 8 scope items above to all Ports
Score 100	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. Full Breakdown of Proposed Solution submitted Method Statement must include more than 8 scope items above to all Ports including innovative idea/s.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-05: Technical Resource Allocation with key resources

The tenderer must use skilled personnel throughout the duration of the project. The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.

Transnet wishes to see technical expertise in the areas of executing projects of similar size and scope. Further, Transnet wishes to see any relevant certifications held by technical individuals illustrating proficiency in the fields of Digital Boardroom Solution, Data Protection, proprietary hardware certifications, and networking.

List of key roles must include the following disciplines:

1. Certified Audio Visual and Video Conferencing Hardware Specialist
2. Certified Audio Visual and Video Conferencing Configuration and Installation Specialist
3. Certified Audio Visual and Video Conferencing Software Developer
4. Project Manager
5. Training Specialist

NB: Failure to provide verifiable product training certificate attached to CV will result in ZERO marks allocation for this criteria

Role	No product training certificate < 1 ≤ 2 and no experience	Product training certificate with < 2 ≤ 3 years' experience	Product training certificate with < 3 ≤ 4 years' experience	Product training certificate with < 4 ≤ 5 years' experience	Product training certificate with < 5 ≤ 6 years' experience	Product training certificate with < 6 years' experience
1. Certified Audio Visual and Video Conferencing Hardware Specialist	0	20	40	60	80	100
2. Certified Audio Visual and Video Conferencing Configuration and Installation Specialist	0	20	40	60	80	100
3. Certified Audio Visual and Video Conferencing Software Developer	0	20	40	60	80	100
4. Training Specialist	0	20	40	60	80	100

Role	No project management qualification with < 1 ≤ 2 and no experience	Project Management qualification with < 2 ≤ 3 years' experience	Project management qualification with < 3 ≤ 4 years' experience	Project management qualification with < 4 ≤ 5 years' experience	Project management qualification with < 5 ≤ 6 years' experience	Project management qualification with < 6 years' experience
5 Project Manager	0	20	40	60	80	100

Required information

The tenderer must submit the following documents as a minimum with the tender:

Concise CV of the person for each role containing name and surname of the person per role and the following key information:

- Training certificates for training undertaken in the products contained in solution proposed
- Total years of experience implementing the product that is proposed and then a list of projects that makes up the years of experience (i.e. company name for that project, products used in that project, role on the project, duties, start date of that project, end date of that project)

In addition, the following table must be completed:

No.	Key Persons	Name and Surname	Product Name used in solution proposed	List of product training undertaken / product certification for product proposed	Years of experience implementing product for product proposed	CV provided (Y/N)
1.	Certified Audio Visual and Video Conferencing Hardware Specialist					
2.	Certified Audio Visual and Video Conferencing Configuration and Installation Specialist					
3.	Certified Microsoft Teams Room solution developer					
4.	Training Specialist					
5.	Project Manager					

T2.2-06: Skills transfer

The tenderer must provide training to all TNPA ICT Operations Support Team (16) for all 8 Port to enable them to support the boardroom solution. The training must be comprehensive and include but NOT limited to the following training scope items consisting of a Training Plan for the training process & list, E-Lab training, On the job training and Onsite classroom-based training (For skills relevant to maintaining the solution implemented):

1. Administration of Digital Boardroom Hardware and Software
2. Backup and Recovery Administration
3. Disaster Recovery
4. Health Checks
5. Basic troubleshooting
6. Call Logging
7. End to End Training documentation

The detailed skills transfer plan and schedule and must submitted. The list of tasks to be performed per scope item must be compiled and the trainee must sign off that they are comfortable in performing all these tasks for the scope item to be considered complete.

Allocation of scores

Score	Skills transfer
0	No response
20	Skills transfer proposal consists of a training plan plus only 5 of the training scope items
40	Skills transfer proposal consists of a training plan plus only 6 of the training scope items
60	Skills transfer proposal consists of a training plan plus all 7 training scope items
80	Skills transfer proposal consists of a training plan plus more than 7 of the training scope items
100	Skills transfer proposal consists of a training plan plus more than 7 of the training scope items including an approach on how the training will be conducted

Required information

The detailed Skills Transfer plan and schedule and must be submitted. The list of tasks to be performed per scope item must be compiled and the trainee must sign off that they are comfortable in performing all these tasks for the scope item to be considered complete.

T2.2-07: Programme

The Tenderer must provide a detailed Level 3 Project Specific Schedule on how the project will be conducted. Provide a well detailed plan and also attach the project time-line that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones and responsible person for the work. The project plan starts when a vendor receives a purchase order.

The project duration must not be longer than 15 months. It is preferred that the vendor cater for 12 months and allow 3 months contingency for unforeseen events that may delay the project. No project plan with a duration longer than 15 months will be accepted. The following is a suggested framework that can be used to draft the project plan, which must be presented as a Gantt chart using Microsoft Project or similar.

The project plan must contain all these items, not less, but can be more. The following plan will commence once the vendor receives the purchase order.

Allocation of scores

Score	Project Schedule
0	No schedule submitted
20	Level 1 Schedule addressing all the scope items with project duration of 12 with 3 contingency months
40	Level 2 Schedule addressing all the scope items with project duration of 12 with 3 contingency months
60	Level 3 Schedule addressing all the scope items with project duration of 12 with 3 contingency months
80	Level 3 Schedule addressing all the scope items with project duration less than 12 months
100	Level 4 Schedule addressing all the scope items with project duration less than 12 months

Required information

The tenderer must submit a Detailed Level 3 Project Specific Schedule that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones and responsible person for the work.

T2.2-08: Fault Logging Methodology for post implementation maintenance

The tenderer must provide an all hours, 24 x 7 x 365, fault logging and resolution approach/methodology proposal for post implementation maintenance. Each of the following fault logging scope items must be included:

1. Fault Logging Approach
2. Classification of faults / incidents
3. Service Level Agreements / and resolution turnaround times
4. Support escalation – If 1st level support cannot resolve the call, 2nd level support must be called in and even OEM plant support must be called if required. Similarly, if remote support cannot solve a call, an on-premises technician must be dispatched.
5. Call home facility for hardware to automatically log calls by itself to alert technician without manual logging required
6. Complaints approach to address instances where call logging process has not worked
7. Must provide onsite support in cases when remote support has been attempted and has not worked
8. Must have spares available in the region to supply quickly in cases of component failure

Allocation of scores

Score	Fault Logging Methodology for post implementation maintenance
0	No response
20	Fault logging approach plus 3 of the remaining 7 scope items
40	Fault logging approach plus 4 of the remaining 7 scope items
60	Fault logging approach plus 5 of the remaining 7 scope items
80	Fault logging approach plus 6 of the remaining 7 scope items
100	Fault logging approach plus 7 of the remaining 7 scope items plus a Fault finding practice and technical guide on how to solve faults.

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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

Attach additional pages if more space is required.

T2.2-15 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. **Section 1: Name of enterprise:** _____
2. **Section 2: VAT registration number, if any:** _____
3. **Section 3: CIDB registration number, if any:** _____
4. **Section 4: CSD number:** _____
5. **Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	Date
.....
Name	Position
.....
Enterprise name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

OR

Either the 80/20 or 90/10 preference point system will apply. Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/20
B-BBEE STATUS LEVEL OF CONTRIBUTION	90/10
Total points for Price and B-BBEE must not exceed	100

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 or 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.

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any

subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

.....
 Signature Date

.....
 Position Name of bidder

T2.2-16 NON-DISCLOSURE AGREEMENT

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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

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.



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Signed

Date

Name

Position

Tenderer

1

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-18: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

f) Tendering with the intention not winning the tender.

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

Signed on this ____ day of _____ 20__

SIGNATURE OF TENDERER

T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of **T2.2-21 "Service Provider Integrity Pact"**.

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

IMPORTANT NOTICE TO TENDERERS

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

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-20: 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 (B-BBEE)
- 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

T2.2-21: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

OBJECTIVES

Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

COMMITMENTS OF TRANSNET

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

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

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider 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.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

INDEPENDENT TENDERING

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.

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.

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

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

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.

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.

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.

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.

DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

-
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

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

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

PREVIOUS TRANSGRESSIONS

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider

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

CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;

-
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

GENERAL

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

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

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

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

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

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

T2.2-22: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			

Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

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

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				

Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-23: 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(Name of 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

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Name of Contractor:

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-24: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-25: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-26: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-27: Three (3) Years Audited Financial Statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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C1.1 Form of Offer & Acceptance

Offer

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

THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

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: Service 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 of award.

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

Name & signature of witness

.....
Transnet SOC Ltd
Transnet National Ports Authority
N2 Neptune Road,
Entrance Foyer, TNPA Admin
Building (Emendi Building)

Date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Port Of Ngqura

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

**Transnet SOC Ltd
Transnet National Ports Authority
N2 Neptune Road,
Entrance Foyer, TNPA Admin Building
(Emendi Building)
Port Of Ngqura**



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Name & signature of witness

.....

.....

Date

.....

.....

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X4: Parent company guarantee
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Port Authority N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel No.	
10.1	The <i>Service Manager</i> is (name):	Tinyiko F. Mabasa



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Address	Transnet National Port Authority N2 Neptune Road TNPA Admin Building Port of Ngqura
Tel	011 351 9439
e-mail	Tinyiko.Mabasa@transnet.net
11.2(2)	The Affected Property is As stated in Part C3.1." Description of the Site and its surroundings"
11.2(13)	The <i>service</i> is THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE
11.2(14)	The following matters will be included in the Risk Register None
11.2(15)	The Service Information is in The Scope of Services
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is 2 weeks
2	The Contractor's main responsibilities (If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within 2 weeks of the Contract Date
3	Time
30.1	The <i>starting date</i> is. 01 December 2022
30.1	The <i>service period</i> is Implementation (01 December 2023) Support and Maintenance (01 December 2028)
4	Testing and defects 26 (twenty-six) weeks after Completion of the whole of the works.
5	Payment
50.1	The <i>assessment interval</i> is 25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.



51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	<p>the cumulative rainfall (mm) the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p>
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	<p>1.</p> <p>2.</p> <p>3.</p>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	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 10 000 000/R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE MODERNISATION, DIGITALISATION, AND STANDARDISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	1 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	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 Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X4	Parent company guarantee	No additional data is required for this Option
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices



X17	Low service damages	
X17.1	The <i>service level table</i> is in	R 5000 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	3 years after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	Additional conditions of contract	
Z1	Obligations in respect of Termination	
Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."



Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
------	--

Z4 Protection of Personal Information Act

Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
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Z5 Additional obligations in respect of Termination



Z5.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) <p>repudiated this Contract (R23)</p>
-------------	--	--

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

Transnet
Contract number:
Description of the Service:

CV's (and further key person's data including CVs) are in

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is	R

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

Transnet SOC Ltd
 Transnet National Ports Authority
 N2 Neptune Road,
 Entrance Foyer, TNPA Admin Building (Emendi Building)
 Port Of Ngqura

Date:

Dear Sir,

Performance Bond for Contract No. TNPA/2022/07/0750/8341/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

**Design Development, Procurement, Construction and Commissioning Of
 Robinson Dry Dock Dewatering System Upgrade Project in the Port of Cape
 Town** (the *works*).

I/We the undersigned

on behalf of the
 Guarantor

of physical address

.....

.....

.....

.....

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 20_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Price List	

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

**Identified 11
and defined
terms**

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

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

1.3.4 The *Contractor's* detailed Price List summates back to the activity provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule. The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	Rate	Qty	Price of each Activity Rands (ex VAT)
A1	Assessing your current environment	Task	Each	1	
A2	Planning the implementation of the project	Task	Each	1	
A3	Supply and deliver Boardroom equipment per Port including outside boardroom display panel	Task	Each	1	
A4	Set up, Configuration and installation of Boardrooms equipment and per Port including outside boardroom display panel	Sum for bill of Materials for hardware per Port	Each	8	
A5	Testing of Boardrooms equipment per Port	Sum for bill of Materials for hardware per Port	Each	8	
A6	Software licenses for Boardroom's solution with OEM Support.	Sum for bill of materials for software licenses	Year	1	
A7	Development of boardroom booking solution	Task	Each	1	
A8	Testing of boardroom booking solution	Task	Each	1	
A9	Deploy and run boardroom booking solution	Task	Each	1	
A10	Supply and delivery of mobile PA system as per the scope of work	Task	Each	7	
A11	Supply and delivery of Tour Guide system as per the scope of work	Task	Each	9	
A12	Supply, deliver, install, and configure the Comfort Screens for the conference rooms for all the Ports as per the scope of work	Tasks	Each	8	
A13	Supply, deliver, install, and configure the Smart Document Cameras for the conference rooms for all the Ports as per the scope of work	Tasks	Each	8	
B1	Skills transfer to TNPA ICT Operations Support Team per port	Task	Each	1	
B2	Decommission of old boardroom equipment in all Ports	Task	Each	8	
B3	Waste Disposal per port	Task	Each	1	
C1	5-year warranty on hardware (including 1 year hardware warranty that normally comes with brand new hardware)	Per Quarter	Each	16	
C2	5-year Support for specialist assistance	Hours	Per hour	600	
Total Price (Excl. VAT) to be carried over to the Form of Offer & Acceptance					



PART 3: GOODS AND SERVICES INFORMATION

Document reference	Title	No of pages
C3.1	<p>Digitalisation and Modernisation of TNPA Boardrooms including a 5 YEAR post implementation maintenance and support</p> <p><i>Employer's</i></p> <p>Provision of goods and services to supply and install TNPA boardrooms with latest digital technology. The network and power supply requirements to be provided by TNPA per Boardroom depending on suppliers needs as per their solution design to be implemented.</p>	1



C3.2 *Contractor's*

Provision of both goods and services to goods and services to supply and install TNPA boardrooms with latest digital technology as per TNPA customer requirements provided.

Total number of pages

Table of Contents

Part 3: GOODS AND SERVICES INFORMATION	1
1 Overview of the <i>goods and services</i>.....	5
1.1 Executive overview of solution required	5
2 Specifications of the <i>goods and services required</i>.....	36
2.1 Overview of "AS IS" Boardrooms Environment in all the Ports	36
2.2 Implementation and Maintenance Services Specification	38
2.8 Boardroom Hardware features specification	44
2.3 Software Licenses and software support specification (C2 in pricing schedule)	44
2.4 Pre delivery inspection of all boardrooms in all Ports required.....	44
3 Constraints on how the <i>Contractor Provides the Goods and Services</i>	45
3.1 Work to be done by the Delivery Date.....	45
3.2 Services & other things to be provided by the <i>Employer</i> or <i>Contractor</i>	45
3.3 Management meetings.....	46
3.4 Tender proposal required in electronic format (in addition to printed)	46
3.5 Health and safety risk management in times of COVID-19	47
3.6 Project duration and quality assurance requirements	48
3.7 Critical path for project	49
3.8 Invoicing and payment	49
3.9 Insurance to be provided by the <i>Contractor</i>	50
3.10 No scope change request allowed	50
3.11 Provision of bonds and guarantees.....	50
3.12 Main Contractor payments to Sub-Contractor <i>NOT responsibility of TNPA</i>	51
4 Procurement.....	51
4.1 Subcontracting	51
4.1.1 Turnkey solution required	51
4.1.2 Qualifications of Sub-Contractors.....	51
4.2 Payment will not be made before supply of either goods or services	52
4.3 Employer's entry and security control, permits, and site regulations.....	52



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

4.4	Services to be provided by TNPA / Specification for those services to be provided by Contractor .	52
4.4.1	Network connectivity specification (Connectivity requirements for solution proposed)	52
4.4.2	Power supply in Boardrooms for new equipment	53
4.5	Project deliverables / Payment milestones	54
4.6	Information security, change control and downtime	55
4.7	Access given by the <i>Employer</i> for correction of Defects.....	56
4.8	Performance tests after Delivery.....	56
5	Presentation to tender evaluation team by <i>Contractor</i> for solution proposed.....	56

1 Overview of the *goods and services*

1.1 Executive overview of solution required

The purpose of this document is to outline scope of work for the modernisation, digitalisation, and standardisation of TNPA boardrooms across the port system.

Transnet National Ports Authority boardrooms are designed differently, and the technology is not standardised across the port system. There is an increasing demand to use boardrooms as employees are now returning to work at the office due to the relaxation of Covid- 19 lockdown regulations. The current boardroom set-up does not provide the features and design needed to promote innovation and enable employees to collaborate in these spaces.

The Digital Boardrooms specification addresses the following objectives, and the scope of work is aligned to these objectives:

The objective of the project is to digitalise, modernise and standardise all TNPA boardrooms in all 8 Ports to provide business because:

Challenges with TNPA boardrooms:

- Boardroom's technology is not integrated to Microsoft Teams.
- Aging equipment and technology.
- Boardrooms not standardized, the look and feel not the same and different technologies used across the port.
- Some boardrooms don't have presentation screens and projectors installed; employees need to carry a projector to these boardrooms when they need to present content in a meeting.
- Some boardrooms are used as offices by employees.
- No visibility of boardroom schedule. Boardrooms are not integrated to Microsoft Outlook. Employees unable to book the boardrooms.

The scope can be broken down into the following areas:

- a) **Microsoft Teams Rooms Solution including** hardware such as Display screens, Cameras, Speakers, Microphones and Control panels for the Boardroom Solution
- b) **Display Panels:** Outside boardroom doors panels with technology integrated to Microsoft Outlook for boardroom schedule.
- c) **Boardroom Booking/Scheduling Solution:** To assist business with booking boardrooms effectively.
- d) **Smart White Boards Technology:** To assist business in meetings to capture content electronically and for the people joining meetings online to have a access of content been discussed and scabbled in the boardrooms.
- e) **Portable PA systems solution:** Mobile PA systems for all the Ports
- f) **Tour Guide System:** portable tour guide system for all the Ports
- g) **Comfort Screens** for conference rooms for all the Ports
- h) **Smart Digital Camera** for Large and Extra-Large boardroom for all the Ports
- i) **Services:** Hours that is required for the implementation specialists to implement the hardware and software for the solution to be fully functional.
- j) **Skills transfer:** Hours required to transfer the knowledge to TNPA system administrators on how to administer the solution going forward (post project) by themselves without any hand holding.
- k) **Post implementation maintenance:** For a period of 5 years commencing after project is declared complete.



Digitized Boardrooms Specification

Common Requirements for Digitized Rooms	
Room link-up	Capability to link up with other meeting rooms locally, with other ports, Transnet OD's rooms, or any other digitized rooms in the world
System Compatibility Requirements	Windows 8.1, 10, 11 or higher Chrome OS Mac OS 10.10 or higher Support smartphones and tablets with Operating Systems such as Android, iOS, and others Compatibility with the following hybrid meeting platforms and many others available in the market: Google Meet™ Skype for Business GoToRoom® Microsoft Teams Rooms on Windows Pexip™ Room RingCentral Rooms™ Zoom Room™
Touchscreen Console Software Requirements	Preloaded Software: Windows 10 IoT Enterprise or later Microsoft Teams Rooms, Microsoft Skype Room, and Zoom Rooms system applications. Service provider to advise on the suitable OS, meeting apps or any other required software.
Touchscreen Console Common Functions	Physical Security: security lock Ability to control boardroom lights and room temperature <ul style="list-style-type: none"> • Users must be able to book boardrooms from the touchscreen console • Enable Cortana Voice Activation as an added or optional feature to perform simple meeting commands. • Enable a recording and transcription feature for meeting taking. • Integrate with Smart Document Camera and Smart Whiteboard applications • A feature or icon must be available on the touchscreen console for users to activate the smart document camera and whiteboard. • All the applications and components within a digital room must be integrated and accessible from the touchscreen console
Touchscreen Console Mount Options	Mounting options: Table, Riser, or Wall Mount (depending on the room's requirements) <ul style="list-style-type: none"> • The touchscreen console may be placed on the <i>tabletop</i> or mounted for better security and exceptional cable management.



	<ul style="list-style-type: none"> The table and riser mounts must fit in standard grommet holes and swivel 180° for operation from both sides of the table. A wall mount option must be made available to help declutter the room. The option will be applied taking into account the room setup and its systems' requirements.
Wireless presenter/pointer	<p>All rooms must be furnished with 2x wireless pointers.</p> <p>Purpose of the wireless pointers:</p> <ul style="list-style-type: none"> To help the presenters make their point. Its intuitive slideshow controls help the end-user navigate through the presentation with confidence. Buttons are easy to find by touch. Its shape feels great in your hand. It must come with a red laser pointer that's easy to see against most backgrounds and a range of up to 15 meters, so that the end-user has got the freedom to move around the room and mingle with the audience. A storable plug-and-play wireless receiver makes it simple to get started with no software installation required. When the meeting is finished, the receiver stores inside the presenter to make packing up easy. <p>Windows Compatibility: All Windows OSs</p>
TBUS Box/es	<p>Table mounted T-Buses with power outlet and USB charging points, with cable retraction systems that will cater for RJ45 Network cable, VGA with mini jack stereo audio cable and HDMI.</p> <p>Quantity of boxes will be determined by the size of the boardroom table.</p>
Display Options	<p>Depending on the room configuration, the supplier will provide an expert's suggestion on either to use displays hanging on a wall or a projector and ensure that the display/s are sized properly for the space and considering the image display limits for Microsoft Teams.</p>
Boardroom with dry/glass walls	<p>In cases where the boardroom wall is glass or wall, the supplier will have to either propose for a projector and screen or supply a stand to hold the display.</p>
Touch-enable Displays/Screens/Monitors	<p>The monitor/s must be touch-enabled to support interactive inking. The touch-enabled monitor must work with Windows 10/11 or later OSs</p>
Wireless Content Sharing Requirements	<p>Wireless presentations by means of mobile devices must work seamlessly without interfering with or disconnecting the Wi-Fi connections in the room</p>
Proximity-join enabled	<p>This is a feature that allows users to wirelessly connect to a digitized room system and add it to their meeting without touching a touchpanel console</p>
Remote System Monitoring and Management Tool	<p>24/7 Intelligent Operations</p> <p>Around-the-clock cloud-based management tools and machine learning to automate updates, detect and manage incidents, and scale rooms efficiently.</p> <ul style="list-style-type: none"> Real-time monitoring to quickly detect and troubleshoot issues Automated update management to save time and resources



	<ul style="list-style-type: none"> Real-time alerts to notify IT support team where and how to act Proactive remediation to resolve certain incidents on the end users' behalf 	
Streaming Capability	The system should be capable of handling content streamed from platforms such as YouTube, Facebook, and other social media platforms and should display at high audio and display quality with zero buffering experience.	
Boardroom Display Panels: Outside boardroom door	<ul style="list-style-type: none"> Ability to integrate with Microsoft Teams and Outlook to book boardroom Ability to integrate with Microsoft Teams and Outlook to display/view boardroom booking schedule 	
Smart White Board Solution	<ul style="list-style-type: none"> Interactive whiteboards to bring collaboration to your meeting or boardroom. Ability to develop, record, and share ideas visually across multiple locations Cultivate real-time collaboration in every meeting, for every attendee, with a shared digital canvas accessible from any device. 	
Motion detection Capability	The system can tell when the room has been left and automatically put itself into sleepmode.	
Rooms Configurations	Refer to the AS-IS documents (Annexure A) for room layout and dimension details	
Room Purposes:	Meet, present, and co-create	
Scenario	Description	Digitized Boardroom Service Account Feature
Interactive Meetings	Using voice, video, and screen sharing; making the boardroom a bookable resource	Enabled for Microsoft Teams or Skype for Business; enabled for Exchange (Resource Mailbox)
Dial-in conferencing	Have an audio-conferencing phone number when tapping "New meeting" on the console	Enabled for Audio Conferencing
Outbound/inbound Calling	Enable the Boardroom console to make and receive calls (MS Teams Calling – Enterprise Voice)	Enabled for Phone System
Labelling and As-Built Documentation	All equipment must be labelled with device information. Additionally, As-Built documentation with full information such as: the general layout of the rooms, list of IP addresses, passwords, serial numbers, equipment setup, switch information, list of ports, zoning information etc. must be handed to TNPA upon completion of the project.	
<p>Disclaimer</p> <p>*All technology covered in this specification must align with the current and upcoming AV technological trends</p> <p>** Pictures in this specification are for sampling purposes</p> <p>*** Service Provider must note that the Port boardrooms design, layout and sizes vary, therefore, the solutions to be provided must be room specific.</p>		

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 1: Small Boardrooms  A 3D perspective rendering of a modern small boardroom. The room features a long white conference table surrounded by orange chairs. A large wall-mounted screen displays the time '12:34 PM' and 'Conference Room 1'. A potted plant sits on the floor next to the screen. The room has large windows on the left wall and a light blue background.	

Number of Rooms	32
Dimensions	Within 3 by 4.5 meters radius
Room Capacity	4 – 8 people
Room Configuration	Refer to the AS-IS documents (Annexure A) for room layout and dimension details
Room Purpose	Meet, present, and co-create
Requirements Description	
Interactive Touch-enabled Display/s	
<ul style="list-style-type: none"> • Monitor/s with size big enough for everyone in the boardroom to see - room layout to determine the number of displays required. • Display options: Depending on the room configuration, the supplier will provide an expert’s suggestion on whether to mount displays on the wall or placed on a TV stand and ensure that the display/s are sized properly for the space and considering the image display limits for Microsoft Teams and other meeting applications. • Touch-enabled monitor: The monitor/s must be touch-enabled to support interactive inking. The touch-enabled monitor must work with Windows 10/11 and later OSs will work with digitized boardrooms and have a touch deactivation feature. 	
Touchscreen Console/Controller	
<p>The center of table touchscreen console is the device that users interact with when joining and managing a meeting. The touchscreen console must operate silently, have compute modules built-in and be pre-configured for Microsoft Teams and be flexible to host meetings setup in other meeting platforms such as Skype for Business, Zoom, Google Meet, and other virtual meeting technologies. Must have a display that can swivel, have a high tilt angle, or lay a little flatter.</p> <ul style="list-style-type: none"> • Position: Tabletop • Size: A 10.1-inch or bigger touch screen • Screen Type: Capacitive 360° rotatable touch screen with anti-glare, smudge-resistant, and oleophobic coating to allow end-users to launch into Teams meetings with just one touch. • Connectivity: Ethernet or Wi-Fi 	
Soundbar/Camera Combo	
Camera	
<ul style="list-style-type: none"> • All-in-one HD camera with an extra-wide field of view and integrated audio • Compact design to minimize cabling and clutter • Microsoft Teams streaming: Ultra HD (4K 16:9, 2160p), Full HD (1080p), HD (720p) – supplier to choose from the three options and apply according to the needs of the room. • Pan/tilt: Yes (digital) • Mount options: Monitor mount, wall mount, VESA mount • Apply best DFOV (Diagonal Field of View), and HFOV (Horizontal Field of View) • True color and low light compensation • Electronic zoom up (without tracking and with auto tracking) to the best capability of the camera and room layout and size 	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

<ul style="list-style-type: none"> • Automatic Framing technology with group framing and automatic speaker tracking, the hybrid meeting environment will feel personal. Smart panning and split-screen conversation mode follows the conversation flow. <p>AI (Artificial Intelligent)-driven camera technologies to equalize physical distances in the meeting room and ensures that everyone in the room is seen clearly with automatic camera framing technology.</p>
<p>Speakers</p> <ul style="list-style-type: none"> • Full range speakers for everyone in the boardroom to hear with excellent sound quality • Direction AI enabled meeting experience including speaker framing, presenter tracking, and conversation mode
<p>Microphone</p> <ul style="list-style-type: none"> • Intelligent microphone/s - identify who in the room is speaking and apply their name to the meeting transcript with voice recognition technology from Microsoft. • Must be HD audible for everyone in the boardroom to hear with excellent sound quality • NoiseBlockAI technology that intelligently tunes out distracting sounds that interrupt meetings • Acoustic Clarity technology with advanced acoustic echo cancellation and background noise suppression • Acoustic Fence technology: Acoustic Fence technology ensures that outside conversations stay out of the calls, which captures only the voices within a defined space. • Microphone pickup radius: according to the room layout and size



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 2: Medium Boardrooms	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Number of Rooms	41
Dimensions	Within 4.5 by 6 meters radius
Room Capacity	8 – 12 people
Room Configurations	Refer to the AS-IS documents (Annexure A) for room layout and dimension details

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Room Purpose	Meet, present, and co-create
Requirements Description	
Interactive Touch-enabled Displays	
<ul style="list-style-type: none">• Single or Dual monitor with size big enough for everyone in the boardroom to see – room layout to determine the number of displays required.• Display options: Depending on the room configuration, the supplier will provide an expert’s suggestion on either to use displays hanging on a wall or a projector and ensure that the display/s are sized properly for the space and considering the image display limits for Microsoft Teams.• Touch-enabled monitor: The monitor/s must be touch-enabled to support interactive inking. The touch-enabled monitor must work with Windows 10/11 and later OSs will work with digitized boardrooms and have a touch deactivation feature.	
Touchscreen Console/Controller	
<p>The center of table touchscreen console is the device that users interact with when joining and managing a meeting. The touchscreen console must operate silently, have compute modules built-in and be pre-configured for Microsoft Teams and be flexible to host meetings setup in other meeting platforms such as Skype for Business, Zoom, Google Meet, and other virtual meeting technologies. Must have a display that can swivel, have a high tilt angle, or lay a little flatter.</p> <ul style="list-style-type: none">• Position: Tabletop with support for wall mounting with included bracket• Size: 10.1-inch or bigger touch screen• Screen Type: Capacitive 360° rotatable touch screen with anti-glare, smudge-resistant, and oleophobic coating to allow end-users to launch into Teams meetings with just one touch. Must feature HDMI input for instant content sharing and can also be configured to work with third party equipment.	
Connectivity: Ethernet or Wi-Fi	
Camera	

<ul style="list-style-type: none"> • Compact design to minimize cabling and clutter • Microsoft Teams streaming: Ultra HD (4K 16:9, 2160p), Full HD (1080p), HD (720p) – supplier to choose from a variety of options and apply according to the needs of the room. • Pan/tilt: Yes (digital) • Mount options: Monitor mount, wall mount, VESA mount • Apply the best DFOV (Diagonal Field of View), and HFOV (Horizontal Field of View) taking into account the room layout and size • True color and low light compensation • 36x HD (12x optical/3x digital zoom), 4k UHD • Electronic zoom up (without tracking and with auto tracking) to the best capability of the camera and room layout and size • Mount options: Top of TV, wall mount or tripod • Automatic Framing technology with group framing and automatic speaker tracking, the hybrid meeting environment will feel personal. Smart panning and split-screen conversation mode follow the conversation flow. • AI (Artificial Intelligent)-driven camera technologies to equalize physical distances in the meeting room and ensures that everyone in the room is seen clearly with automatic camera framing technology.
<p>Speakers</p> <ul style="list-style-type: none"> • Mount options: top, bottom, side of display or ceiling mounted • Full range speakers for everyone in the boardroom to hear with excellent sound quality • Direction AI enabled meeting experience including speaker framing, presenter tracking, and conversation mode
<p>Microphone</p> <ul style="list-style-type: none"> • Maximum microphones: the layout of the room to determine the maximum number of microphones • Microphone Placement: Tabletop or ceiling (depending on the room configuration) • Microphone pickup radius: microphone technology should provide crystal-clear voice in medium to large meeting spaces. • Intelligent microphones capable of identifying who in the room is speaking and apply their name to the meeting transcript with voice recognition technology. • Must be HD audible for everyone in the boardroom to hear with excellent sound quality • NoiseBlockAI technology that intelligently tunes out distracting sounds that interrupt meetings • Acoustic Clarity technology with advanced acoustic echo cancellation and background noise suppression • Acoustic Fence technology: Acoustic Fence technology ensures that outside conversations stay out of the calls, which captures only the voices within a defined space.

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 3: Large Boardrooms	
 A 3D architectural rendering of a modern conference room. The room features a large, light-colored U-shaped conference table surrounded by black office chairs. On the wall, there are two large monitors displaying a landscape image, a whiteboard on a stand, and a small cabinet with two more monitors. Two potted plants are placed in the corner. The room is brightly lit with recessed ceiling lights.	
Number of Rooms	20
Dimensions	Within 4.5 by 8.5 meters radius

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Room Capacity	12 – 18 people
Room Configurations	Refer to the AS-IS documents (Annexure A) for room layout and dimension details
Room Purpose	Meet, present, and co-create
Requirements Description	
Interactive Touch-enabled Displays	
<ul style="list-style-type: none"> • Single, Dual or more monitors with size big enough for everyone in the boardroom to see – room layout to determine the number of displays required. • Display options: Depending on the room configuration, the supplier will provide an expert’s suggestion on either to use displays hanging on a wall or a projector and ensure that the display/s are sized properly for the space and considering the image display limits for Microsoft Teams. • Touch-enabled monitor: The monitor/s must be touch-enabled to support interactive inking. The touch-enabled monitor must work with Windows 10/11 and later OSs will work with digitized boardrooms. • Integrate with Smart Digital Camera and Smart Whiteboard 	
Touchscreen Console/Controller	
<p>The center of table touchscreen console is the device that users interact with when joining and managing a meeting. The touchscreen console must operate silently, have compute modules built-in and be pre-configured for Microsoft Teams and be flexible to host meetings setup in other meeting platforms such as Skype for Business, Zoom, Google Meet, and other virtual meeting technologies. Must have a display that can swivel, have a high tilt angle, or lay a little flatter.</p> <ul style="list-style-type: none"> • Position: Tabletop with support for wall mounting with included bracket • Size: 10.1-inch or bigger touch screen • Screen Type: Capacitive 360° rotatable touch screen with anti-glare, smudge-resistant, and oleophobic coating to allow end-users to launch into Teams meetings with just one touch. Must feature HDMI input for instant content sharing and can also be configured to work with third party equipment. 	
Camera	
<ul style="list-style-type: none"> • Compact design to minimize cabling and clutter • Mount options: Top of TV, wall mount or tripod depending on the room setup • Automatic Framing technology with group framing and automatic speaker tracking, the hybrid meeting environment will feel personal. Smart panning and split-screen conversation mode follow the conversation flow. • AI (Artificial Intelligent)-driven camera technologies to equalize physical distances in the meeting room and ensures that everyone in the room is seen clearly with automatic camera framing technology. • Auto-zoom, auto-framing, people counting, whiteboard-awareness, speaker-tracking 	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Speakers
<ul style="list-style-type: none"> • Speaker mount options: top, bottom or side of display • Number of speakers: room size and layout to determine the number of speakers required in each room • Output in watts and DB must be in accordance with the room layout and size • Mount options: top, bottom, side of display or ceiling mounted • Full range speakers for everyone in the boardroom to hear with excellent sound quality • Direction AI enabled meeting experience including speaker framing, presenter tracking, and conversation mode
Microphone
<ul style="list-style-type: none"> • Maximum microphones: the layout of the room to determine the maximum number of microphones • Microphone Placement: Tabletop or ceiling (depending on the room configuration) • Microphone pickup radius: microphone technology should provide crystal-clear voice in medium to large meeting spaces. • Intelligent microphones capable of identifying who is speaking in the room and apply their name to the meeting transcript with voice recognition technology. • Must be HD audible for everyone in the boardroom to hear with excellent sound quality • NoiseBlockAI technology that intelligently tunes out distracting sounds that interrupt meetings • Acoustic Clarity technology with advanced acoustic echo cancellation and background noise suppression • Acoustic Fence technology: Acoustic Fence technology ensures that outside conversations stay out of the calls, which captures only the voices within a defined space.

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 3.1: Training Rooms	
Number of Rooms	Incorporated into the number of large rooms category
Dimensions	Vary per Port - refer to the AS-IS documents (Annexure A) for room layout and dimension details
Room Capacity	
Room Configurations	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Room Purpose	Training (in person or virtual) Sessions
Room Requirements	
Displays	
<ul style="list-style-type: none"> • Multiple displays: To ensure that the training attendees get the most out of Teams’ high-quality video conferencing with HD displays • Motorized drop down from ceiling projector screen: to provide powerful presentations for every meeting with precision and clarity • Size: determine size of the screen based on the room layout and size 	
Microphones	
<ul style="list-style-type: none"> • Multiple microphones • Ceiling Array microphones: to enable the attendees to speak with confidence to all participants, remote or present and eliminate the cable clutter. 	
Speakers	
<ul style="list-style-type: none"> • Ceiling speakers: to achieve consistent sound distribution for each participant by utilizing appropriately selected and positioned speakers 	
Conference room device (touchscreen console)	
<ul style="list-style-type: none"> • Wall mounted: will enable the training room users to join meetings in just one touch (or no touch) with an easy-to-use conference codec. 	
Projector	
Provide captivating, large-scale visual experience for the entire room with high quality video projection	
Camera	
<ul style="list-style-type: none"> • Quantity: Multiple cameras depending on the room layout and size • Secondary Room Camera: to help users feel engaged through cameras built with inclusive framing and autozoom features • Mounting options: Wall or ceiling mounted depending on the room layout and size • Automatic Framing technology with group framing and automatic speaker tracking, the hybrid meeting environment will feel personal. Smart panning and split-screen conversation mode follow the conversation flow. • AI (Artificial Intelligent)-driven camera technologies to equalize physical distances in the meeting room and ensures that everyone in the room is seen clearly with automatic camera framing technology. • Auto-zoom, auto-framing, people counting, whiteboard-awareness, speaker-tracking 	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 3.2: War Room Requirements for PoRCB	
<p>It is to be noted that this room (war room) will have to be setup with features similar to those of a large digital room, i.e., according to Category 3: Large Rooms requirements, except for the video wall as well as the front display screen feature stipulated below:</p>	
<p>Venue name: Elwazini Hall – front portion of the room (refer to the AS-IS documents (Annexure A) for room layout and dimension details)</p>	
Item	Quantity
55" FHD Slim Bezel Video Wall with 3.5mm (about 0.14 in) Bezel (or later and better solution)	12

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

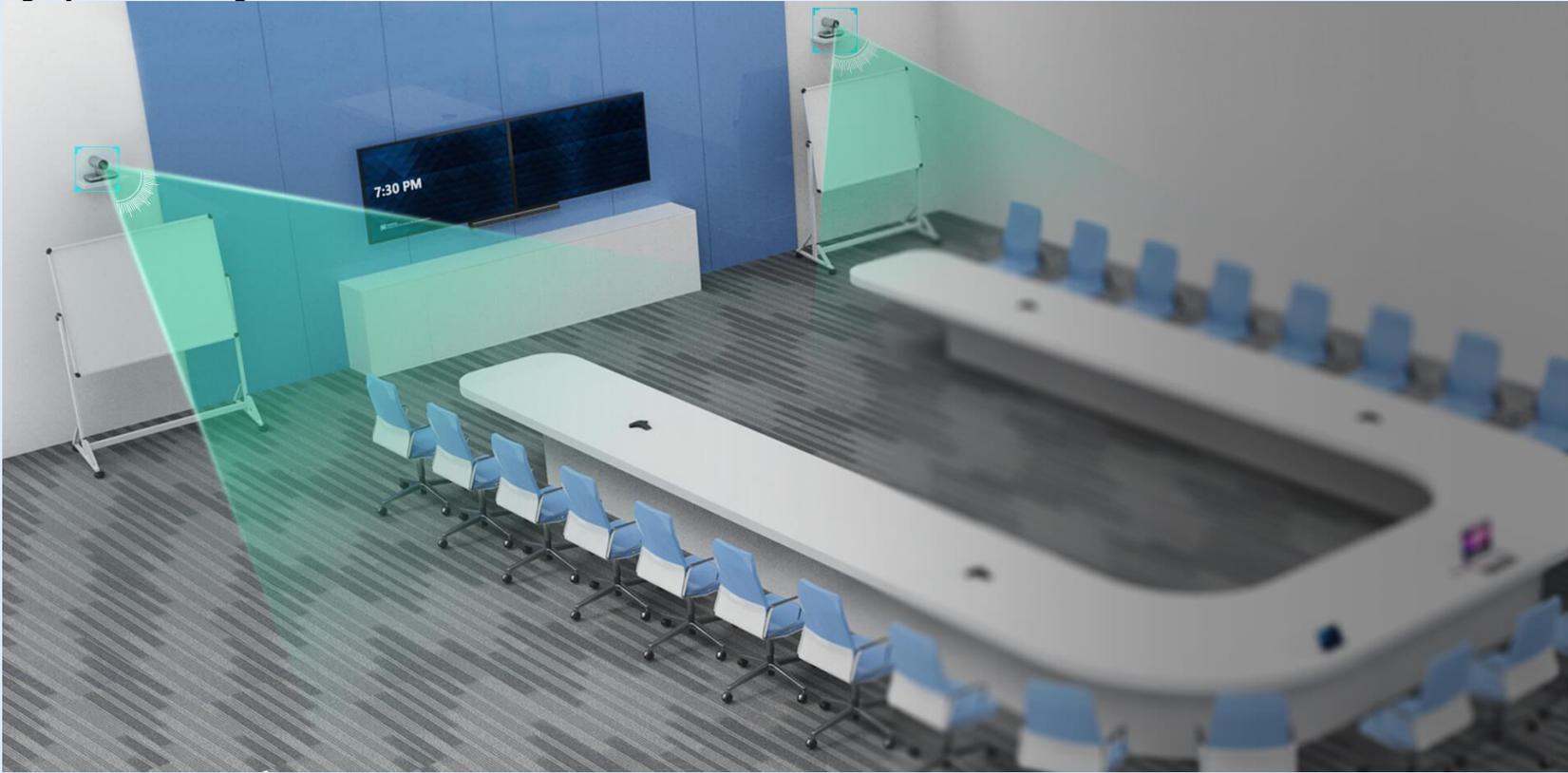
Tiny PCs [the solution is not restricted to the tiny pcs; any other solution such as centralized source of data in the form of VMs (virtual machines) utilizations or server/s or any other solution which will be suitable for the war room environment can be implemented if the 12 systems will be accommodated and displayed on the video wall].	Solution to support 12x systems
Video Wall Controller/Switch/processor	1
4k Projector and mounting pole (if a projector is an opted solution)	1
Sound proofing	
Sound system to suit room with feedback elimination	
Wireless projection device to projector. To accommodate mobile devices such tablets, phones, and laptops.	1
Wireless projection device for Video wall. To accommodate mobile devices such tablets, phones, and laptops.	3
Support MS Teams and other collaborative platforms	
Table microphone system	
Table microphones	12
System control touch panel	1
Tablets to integrate, collaborate and control Video wall dynamically	3
Smart Whiteboard	
System and software to access video wall remotely	
Room video conferencing camera	1
Ceiling mounted Smart document camera	1
Display Options: 120" Front projection screen or motorized screen; supplier to select from the two options based on the venue setup	1
30 U Audio-visual cabinet to be housed in the equipment room	1
Brackets, Trunking, Cables, Installation and Configuration	1

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 4: Extra Large Boardrooms	
	
Number of Rooms	25
Dimensions	8.5 meters radius+
Room Capacity	18 people+
Room Configurations	Refer to the AS-IS documents (Annexure A) for room layout and dimension details



Room Purpose	Meet, present, and co-create
Requirements Description	
Interactive Touch-enabled Displays	
<ul style="list-style-type: none"> • Single or Dual monitor with size big enough for everyone in the boardroom to see – room layout to determine the number of displays required. • Display options: Depending on the room configuration, the supplier will provide an expert’s suggestion on either to use displays hanging on a wall or a projector and ensure that the display/s are sized properly for the space and considering the image display limits for Microsoft Teams. • Touch-enabled monitor: The monitor/s must be touch-enabled to support interactive inking. The touch-enabled monitor must work with Windows 10/11 and later OSs will work with digitized boardrooms. 	
Audio	
Audio Features	
<ul style="list-style-type: none"> • Certified audio settings for Microsoft Teams Meetings. • Advanced AEC (Acoustic Echo Cancellation) delivers echo free far-end audio. • Noise Reduction reduces the level of steady state noises without affecting the desired speech. • Intrinsic Correction loudspeaker processing maximizes sonic performance. • Front mounted column loudspeakers enhance a more natural communication environment. • Overhead delay loudspeakers for expand range in extra-large room versions. • Automatic dynamic beam-forming microphone technology adapts to the respective conditions without reconfiguration. • Echo cancellation and noise reduction for effective remote room-to-room conversations, ensuring clear, natural communication for all participants. • Scalable and flexible audio over IP which allows the creation of large, audio matrixes using standard network protocols. • A powerful floating-point DSP (Digital Signal Processing) engine featuring auto-mixing, EQ, and gain control, always ensures the highest quality audio signal. • A single USB connection to deliver all incoming and outgoing audio from your processor to the PC. 	
Audio Equipment Requirements	
Speakers	
<ul style="list-style-type: none"> • Intelligent speakers - identify who is speaking in the room and apply their name to the meeting transcript with voice recognition technology from Microsoft. 	
Directional Audio with Ceiling/In-ceiling Speakers Features	
<ul style="list-style-type: none"> • column loudspeakers • ceiling loudspeakers 	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

<p>Microphones</p> <ul style="list-style-type: none"> • Ceiling microphone or tabletop (must be compact and strictly no gooseneck types) will automatically follow and adjust to voices of the active participants throughout the room while ensuring absolute audio clarity for those on the call and in the room.
<p>Cameras</p> <p>Multiple cameras (ceiling or wall mounted)</p> <ul style="list-style-type: none"> • Multiple cameras with AI-enabled motion capability or managed and controlled from the touchscreen console as an alternative
<p>Smart Document Camera</p> <p>Each Large and Extra-Large boardroom must be equipped with a smart document camera (also known as visual presenter, visualizer, digital overhead, or docucam) to capture and display objects and printed documents such as large drawings in-real-time. A smart document camera must be capable of magnifying and projecting the images of actual, three-dimensional objects, as well as transparencies. Mounted on the ceiling to facilitate their placement over a page or object, the presenter can write on the paper or demonstrate a two- or three-dimensional object while the audience watches. The smart document camera takes the picture which in turn produces a live picture using a project or monitor.</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Ceiling mounted • High resolution camera • Large zoom range • High depth of focus • Easy to use with users only using the zoom keys on the remote control as all other controls such as focus, brightness, etc., are adjusted automatically • 100% reflection-free – The advanced light system ensures that no light from the Visualizer is reflected back into the camera. • Document camera must have an onboard recording functionality which will enable the entire presentation to be captured including the audio, providing a quick and easy solution for in-house recording of content. • Integrates with smart whiteboard solution through a touchscreen console

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Reg ID:	Requirement Goal
RQ001	Microsoft Teams Rooms Solution (Category 1 to 5 covered)
Category 5: Conference Rooms	
Number of Rooms	18
Dimensions	Vary per Port (Refer to the AS-IS documents (Annexure A) for room layout and dimension details)
Room Capacity	30+ people
Room Configurations	Refer to the AS-IS documents (Annexure A) for room layout and dimension details
Room Purpose	Custom (Training Room, Executive Sessions, Imbizos, and various other events)
Audio Options	
<ul style="list-style-type: none"> • Ceiling/In-ceiling Speaker • In-ceiling Speakers and Microphone Array • Directional audio with pendant speakers (Open Ceiling Conference Rooms) 	

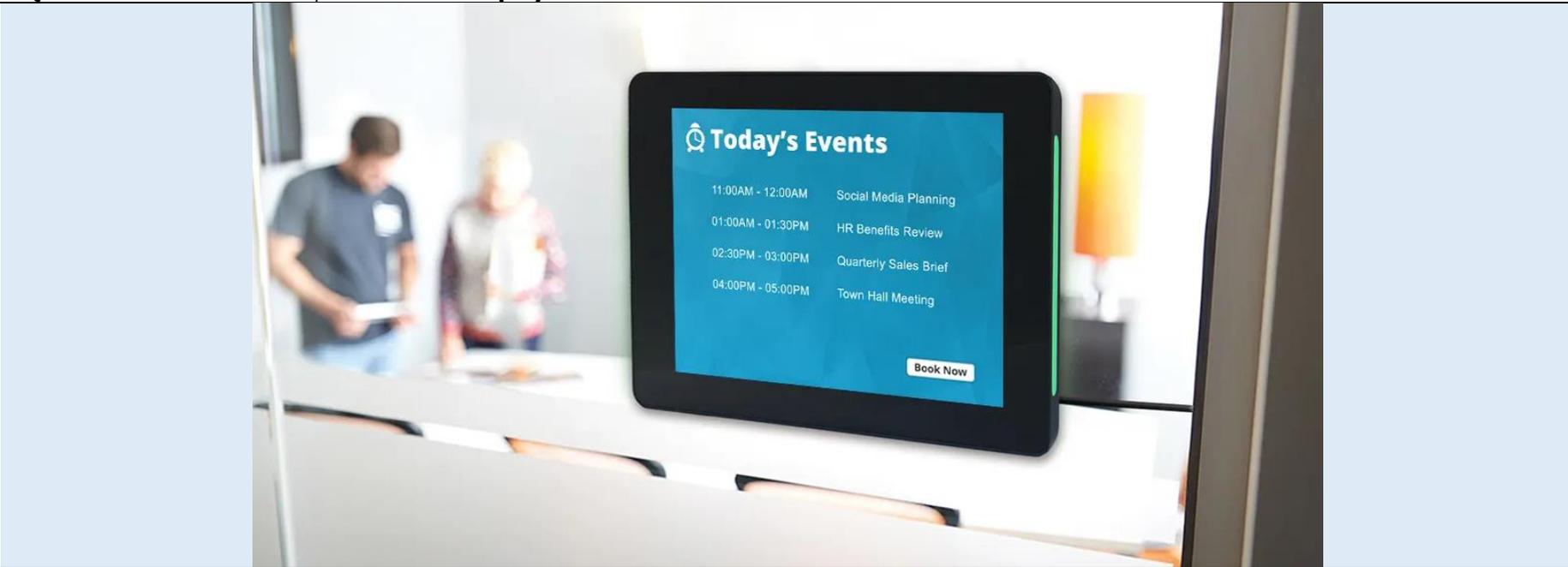
<ul style="list-style-type: none"> Choice of audio option will depend on the room layout and size <p>Audio Features HID support Touchscreen console, ceiling mic, LED (Light Emitting Diode) mute sync</p> <p>Audio features</p> <ul style="list-style-type: none"> Certified audio settings for Microsoft Teams Meetings. Advanced AEC (Acoustic Echo Cancelation) to deliver echo free far-end audio. Noise Reduction to reduce the level of steady state noises without affecting the desired speech. Intrinsic Correction loudspeaker processing to maximize sonic performance. Front mounted column loudspeakers to enhance a more natural communication environment. Overhead delay loudspeakers for expand range in extra-large or conference room versions. Automatic dynamic beam-forming microphone technology adapts to the respective conditions without reconfiguration <p>Audio Equipment and System Requirements: Must have an immovable state of the art surround sound system</p>
<p>Speakers</p> <ul style="list-style-type: none"> Ceiling mounted/ wall mounted Full range speakers to suite venue Speaker management and protection system Speaker Amplifiers Audio visual processing units and controllers Feedback eliminator system
<p>Microphones</p> <ul style="list-style-type: none"> Wireless handheld microphones x6 and their receivers per conference room Headset (earpieces), microphone x4 and receivers per conference room
<p>Display</p> <p>Quantity of the display screens to be determined by venue size and layout and must be big enough for everyone in the conference room to see</p> <ul style="list-style-type: none"> Wall or ceiling mounted motorized drop-down screen with support for stability Side screens (interactive touch screens) Smart Whiteboard Projector
<p>Cameras (ceiling mounted)</p> <ul style="list-style-type: none"> Multiple cameras with AI-enabled motion capability or managed and controlled from the touchscreen console as an alternative

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Touchscreen Console
<ul style="list-style-type: none"> • Touchscreen console to work as a central point of controlling all the equipment and systems in the room • Wall mounted touch panel for inputs for display, audio inputs and camera control.
Equipment Rack
<ul style="list-style-type: none"> • AV rack to house the equipment such as Amps, controllers.

Reg ID:	Requirement Goal
RQ002	Boardroom Display Panels: Outside Boardroom Door
	

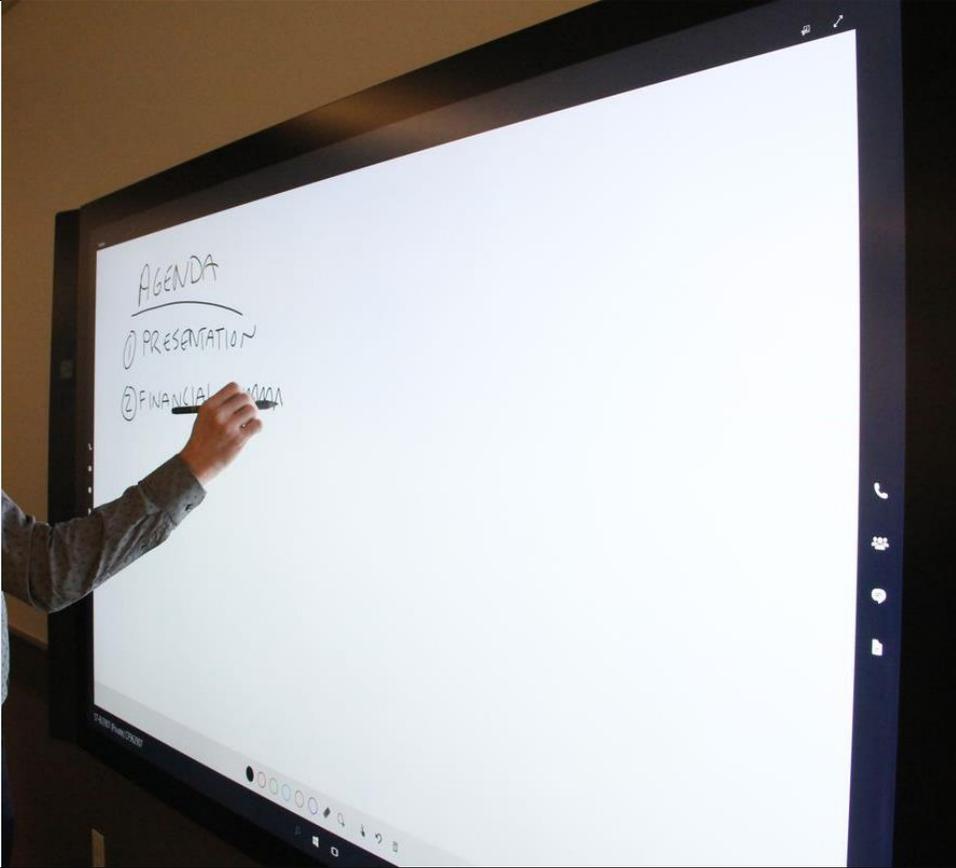
TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

- This solution is only applicable to boardrooms that are located inside a building
- Ability to integrate with Microsoft Teams and Outlook to book boardroom
- Ability to integrate with Microsoft Teams and Outlook to display/view boardroom booking schedule
- Ability to book boardrooms from Microsoft outlook
- Ability to book boardrooms from display panels outside the boardroom for ad hoc meetings
- With motion sensor technology when the end-user walks into it a “not booked” room and sticks around for few minutes the auto-booking trigger fires and schedules the room automatically.
- Clearly see boardroom availability on display panels
- Display boardroom calendar on boardroom touch panel
- Rooms are automatically returned to inventory and flagged as available in event of a “no-show”

Reg ID:	Requirement Goal
RQ003	Boardroom Booking /Scheduling System
<ul style="list-style-type: none"> • Ability to book boardrooms from Microsoft outlook • Ability to book boardrooms from display panels outside the boardroom for ad hoc meetings • Clearly see boardroom availability on display panels • Display boardroom calendar on boardroom touch panel • Rooms are automatically returned to inventory and flagged as available in event of a “no-show” 	

Reg ID:	Requirement Goal
RQ004	Smart White Board Technology
	
<ul style="list-style-type: none"> • Interactive whiteboards to bring collaboration to your meeting or boardroom. • Ability to develop, record, and share ideas visually across multiple locations • Cultivate real-time collaboration in every meeting, for every attendee, with a shared digital canvas accessible from any device. 	
<p>System requirements: Windows Operating Systems, Android, iOS and other laptop, smartphone, and tablet operating systems and integration with Microsoft 365 apps.</p>	



Touch: Enables end-users to write, erase and perform mouse functions by touching the interactive whiteboard with their finger or a pen
Multitouch gestures (Windows operating systems): Enables user to perform a series of two-finger touches on the interactive whiteboard screen to navigate pages, change the look of an object and zoom in or out.
Dual touch (Windows operating systems): Enables two users to touch the interactive whiteboard at the same time and to simultaneously perform mouse functions.
Dual write (Windows operating systems): Enables two users to use their fingers to write on the interactive whiteboard at the same time.
Pen: Includes a pen Pen ID for multiple users
Resolution: Digitizing resolution to be determined by the size of the room
Screen surface: The hard-coated steel surface is durable, optimized for projection, compatible with dry-erase markers and easily cleaned with whiteboard cleaner or isopropyl alcohol.
Screen size: will be determined by the size of the room Portable option available: for boardrooms with not enough wall space Start-up time: instant Compatibility: MS Office inking PDF inking Ink over other apps PC-free whiteboard Built-in web browser Built-in wireless screencasting

Reg ID:	Requirement Goal
RQ005	Portable PA and Wireless Tour Guide System for the Ports
Portable PA System	We require an all-in-one PA system with controls, a set of 2 speakers and excellent sound quality. This sound kit should have the capability to connect to more speakers via XLR cable. PA system to include 2 Microphones and 2 XLR cables 5m or longer for microphones. This is for all 9 sites
	Specifications for PA System



	<ul style="list-style-type: none"> • 175 watts of power or higher • Bluetooth connectivity • XLR ¼ inch combination inputs • 1/8-inch stereo input • 1/8-inch stereo output • Level controls 						
	<p>Specification for Microphone (Shure SM58 or similar)</p>						
	<ul style="list-style-type: none"> • Dynamic Vocal Microphone • Cardioid • 3 pin XLR connector 						
<p>Wireless Tour Guide System</p>	<p>Specifications for Wireless Tour Guide System</p>						
	<ul style="list-style-type: none"> • TNPA (Transnet National Ports Authority) requires a wireless audio transmitter system with multiple channels that can connect to several receiving devices at once. • TNPA also requires wireless receiving devices that can receive audio. This device must have an auxiliary audio output (3.5mm) for earphones. • TNPA also requires low-cost earphones with 3.5mm (about 0.14 in) jack. • Both the transmitter and receiver require their own onboard batteries. • TNPA also requires a high-resolution mirrorless camera with lens to take pictures and video. • The appointed service provider will be required to submit a sample/picture before purchase. 						
	<table border="1"> <thead> <tr> <th data-bbox="398 991 741 1026">Item</th> <th data-bbox="741 991 2029 1026">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="398 1026 741 1254">Transmitters</td> <td data-bbox="741 1026 2029 1254"> Range: 50-80 meters on open area, Able to work with multiple receivers Use LCD-display to indicate frequency, channel, battery, levels Mic input: 3.5mm jack Include earpiece with Boom mic (3.5mm) jack 24 months warranty Quantity of transmitters will be determined by the number of earphones the systems will take </td> </tr> <tr> <td data-bbox="398 1254 741 1414">Receivers</td> <td data-bbox="741 1254 2029 1414"> Able to receive data from multiple transmitters when sharing a channel line, use LCD-display to indicate frequency, channel, battery, level status Size: pocket sized 24 months warranty Quantity of receivers will be determined by the number of earphones the systems will take </td> </tr> </tbody> </table>	Item	Description	Transmitters	Range: 50-80 meters on open area, Able to work with multiple receivers Use LCD-display to indicate frequency, channel, battery, levels Mic input: 3.5mm jack Include earpiece with Boom mic (3.5mm) jack 24 months warranty Quantity of transmitters will be determined by the number of earphones the systems will take	Receivers	Able to receive data from multiple transmitters when sharing a channel line, use LCD-display to indicate frequency, channel, battery, level status Size: pocket sized 24 months warranty Quantity of receivers will be determined by the number of earphones the systems will take
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TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



In-ear stereo Earphone	Earphones with 3.5mm jack Quantity: 450 (50x per Port including HQ)
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Reg ID:	Requirement Goal
RQ006	Comfort (Presenter's) Screen for Conference Rooms
  	
<p><u>Comfort Screens Requirements</u></p> <p>Options: on-stage or floor motorized/retractable (depending on the setup of the room and Port's choice)</p> <p>Quantity: 2 per conference room</p> <p>Size: per room size and distance between podium and the comfort screen</p> <p>Colour: Black</p> <p>Type: LCD (Liquid Crystal Display) Monitor lift with touch screen</p> <p>Material: Brushed aluminum alloy</p> <p>Panel Input: USB/HDMI</p> <p>Switch: Presenter's laptop and manageable from the central control, i.e., touchscreen console or power button from the comfort screen itself</p> <p>Screen tilting angle: 15° in default, 0 ~ 60° is customizable - supplier to test and ensure that this feature is left in an adjustable state to make perfect viewing angle for users.</p> <p>Panel and Box size: service provider to select sizes of the panel and based on the size of the monitor</p> <p>Setup: the comfort screens must be staged in close proximity of the podium area</p>	

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Brushed Aluminum Motorized Retractable/Lift Monitor Box Features

- Full aluminum alloy finish, corrosion resistant, wear-resistant, smooth surface and not easy to scratch.
- motorized lift system. Hidden design to save more space and make a modern conference room environment
- **Control system:** Touch Switch on LCD motorized Lift panel, remote control, and central control by means of a touchscreen console
- With the protecting function of LCD monitors by switching off automatically when the room is unoccupied
- designed to hide monitor into a conference table automatically when do not use monitor.
- The entire device adopts an extra-slim design, the top panel must be wide enough to accommodate the chosen screen size.
- Each lift box comes with high quality HD touch-enabled screens
- The monitor cover must open inwards and hide in the lift box automatically before the monitor starts to lift up.
- The lift must run at a quiet negligible noise level.
- The monitor to power on/off automatically when the room is automatically powered on, when the system is powered on from the touchpanel console or can be manually switched on from the on-lift-box power button
- The lift box must come with an anti-pinch protection system for safety in use.

Reg ID:	Requirement Goal
RQ007	Smart Document Cameras for Large/Extra-Large Boardrooms
<p>Each Large and Extra-Large boardroom (refer to the AS-IS document – Annexure A) must be equipped with a smart document camera (also known as visual presenter, visualizer, digital overhead, or docucam) to capture and display objects and printed documents such as large drawings in-real-time. A smart document camera has a capability of magnifying and projecting the images of actual, three-dimensional objects, as well as transparencies. Mounted on the ceiling to facilitate their placement over a page or object, the presenter can write on the paper or demonstrate a two- or three-dimensional object while the audience watches. The smart document camera takes the picture which in turn produces a live picture using a project or monitor.</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Ceiling mounted • High resolution camera • Large zoom range • High depth of focus • Easy to use with users only using the zoom keys on the remote control as all other controls such as focus, brightness, etc., are adjusted automatically • 100% reflection-free – The advanced light system ensures that no light from the Visualizer is reflected back into the camera. • Document camera must have an onboard recording functionality which will enable the entire presentation to be captured including the audio, providing a quick and easy solution for in-house recording of content. • Integrates with smart whiteboard solution through a touchscreen console 	

2 Specifications of the *goods and services required*

2.1 Overview of "AS IS" Boardrooms Environment in all the Ports

Transnet National Ports Authority currently has 136 boardrooms across the port system. Within the list, we have 30 boardrooms with video conferencing technology installed to support the organization objectives of enhancing mediums of communication and reducing the need to travel to meetings and workshops in various work locations across the country. Please refer to the AS-IS documentation (**Annexure A**) for the layout and sizes of the boardrooms.

Ports	Small Boardroom (max 8 People)	Medium Boardroom (max 12 People)	Large Boardroom (max 18 People)	Extra Large (max 29 People)	Conference (+30 People)	Video Conference	Grand Total
Cape Town	10	6	3	4	7	5	30
Durban	11	11	5	7	2	3	36
East London		3		2		2	5
Mossel Bay	1		2		1	2	4
Ngqura	2	5	2	4	2	2	15
Port Elizabeth	2	3	2	2	1	7	10
Richards Bay	3	8	6	3	5	6	25
Saldanha	3	5		3		3	11
Grand Total	32	41	20	25	18	30	136

There are currently only 10 boardrooms that have video conferencing (VC) technology integrated with Microsoft Teams:

TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



PORT	Boardroom	Physical address
CPT	BR-TNPA-CPT-Port-Man	9th floor Boardroom TNPA House, South Arm Road, Port of Cape Town
CPT	TP-TNPA-1003-CPT-Harbour	10th floor Boardroom TNPA House, South Arm Road, Port of Cape Town
PLZ	4th floor boardroom	1 Green Street, Port Elizabeth
NGQ	TNPA-BR-NGQ-OPS	Ground floor, Office W-0-27, eMendi Administration Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth
NGQ	BR-TNPA-NQR	4th floor, Office W-4-07 , eMendi Administration Building , N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth
SLD	BR-TNPA-SaldanhaBoardroom	Salamander Boardroom, 2 nd Floor Bayvue Centre, Marine Drive, SLD
ELS	TNPA-BR-ELS-PORT-CON	1 st Floor Main VC, Port Control Building, Ganteaume Crescent, Quigney, EAST LONDON, 5201
DBN	TNPA-BR-DBN-PRT-MAN	1 Quayside Road Port of Durban 4001
RCB	TNPA-BR-RCB-EXCO	Main Boardroom, Pioneer Centre, San Thom Road, Port of Richards Bay
MSB	BR-TNPA-MSB	Civil Workshop, 55 Bland street Mossel Bay



2.2 Implementation and Maintenance Services Specification

Ports	No. of Boardrooms	Microsoft Teams Rooms Solution	Display Panels outside boardrooms	Boardroom Display Screen	Smart White Board Screen	Comfort Screen	Smart Digital Camera
Small Boardroom (Max 8 People)							
Cape Town	10	Yes	Yes	Yes	Yes	N/A	N/A
Durban	11	Yes	Yes	Yes	Yes		
East London							
Mossel Bay	1	Yes	Yes	Yes	Yes		
Ngqura	2	Yes	Yes	Yes	Yes		
Port Elizabeth	2	Yes	Yes	Yes	Yes		
Richards Bay	3	Yes	Yes	Yes	Yes		
Saldanha	3	Yes	Yes	Yes	Yes		
Medium Boardroom (max 12 People)							
Cape Town	6	Yes	Yes	Yes	Yes	N/A	N/A
Durban	11	Yes	Yes	Yes	Yes		
East London	3	Yes	Yes	Yes	Yes		
Mossel Bay							
Ngqura	5	Yes	Yes	Yes	Yes		
Port Elizabeth	3	Yes	Yes	Yes	Yes		
Richards Bay	8	Yes	Yes	Yes	Yes		
Saldanha	5	Yes	Yes	Yes	Yes		
Large Boardroom (max 18 People)							
Cape Town	3	Yes	Yes	Yes	Yes		Yes
Durban	5	Yes	Yes	Yes	Yes		Yes
East London							



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

Mossel Bay	2	Yes	Yes	Yes	Yes	N/A	Yes
Ngqura	2	Yes	Yes	Yes	Yes		Yes
Port Elizabeth	2	Yes	Yes	Yes	Yes		Yes
Richards Bay	6	Yes	Yes	Yes	Yes		Yes
Saldanha							
Extra Large Boardroom (max 29 People)							
Cape Town	4	Yes	Yes	Yes	Yes	N/A	Yes
Durban	7	Yes	Yes	Yes	Yes		Yes
East London	2	Yes	Yes	Yes	Yes		Yes
Mossel Bay							
Ngqura	4	Yes	Yes	Yes	Yes		Yes
Port Elizabeth	2	Yes	Yes	Yes	Yes		Yes
Richards Bay	3	Yes	Yes	Yes	Yes		Yes
Saldanha	3	Yes	Yes	Yes	Yes		Yes
Conference Centre (+ 30 People)							
Cape Town	7	Yes	Yes	Yes	Yes	Yes	N/A
Durban	2	Yes	Yes	Yes	Yes	Yes	
East London		Yes	Yes	Yes	Yes	Yes	
Mossel Bay	1	Yes	Yes	Yes	Yes	Yes	
Ngqura	2	Yes	Yes	Yes	Yes	Yes	
Port Elizabeth	1	Yes	Yes	Yes	Yes	Yes	
Richards Bay	5	Yes	Yes	Yes	Yes	Yes	
Saldanha							

The *Contractor* should be present when the goods are delivered to help with logistics and to help verify that all goods have been received and that nothing is short delivered. The implementation services are as follows:

- **Hardware commissioning (A3 in pricing schedule):** The hardware/equipment must be delivered to all Ports Boardrooms, assembled, installed, powered up and connected to the network.
- **Set up and Configuration of Boardrooms equipment and per Port (A4 in pricing schedule):** The equipment must be set up and configured requirements as stipulated on the provided spreadsheet
- **Testing of Boardrooms equipment per Port (A5 in pricing schedule):** The equipment must be tested to ensure it is working properly.
- **Implementation / Development / Installation of boardroom booking solution: (A6 in pricing schedule):** The implementation of the boardroom booking / scheduling software that will integrate with Microsoft Outlook.
- **Configuration and testing of boardroom booking solution (A8 in pricing schedule):** Configure and test that the solution is integrated to Microsoft teams, all boardrooms can be booked via the system and is working properly.
- **Deploy and run boardroom booking solution (A9 in pricing schedule)** for all Ports boardrooms.
- **Supply and delivery of Portable PA System (A10 in pricing schedule).** Supply and deliver Portable PA system to the Ports listed as per below.

Port	Quantity of Sets	Comments
Port of Richard's Bay	0	Have adequate Portable PA systems
Port of Durban	0	Have adequate Portable PA systems
Port of East London	1	
Port of Ngqura	1	
Port of Port Elizabeth	1	
Port of Mossel Bay	0	Have adequate Portable PA systems
Port of Cape Town	2	
Port of Saldanha	1	
Head Office	1	

- **Supply and delivery of the Tour Guide system (A11 in pricing schedule).** Supply and deliver Tour Guide system to the Ports listed as per below

Tour Guide System	
Port	Quantity of Sets
Port of Richard's Bay	1
Port of Durban	1
Port of East London	1
Port of Ngqura	1
Port of Port Elizabeth	1
Port of Mossel Bay	1
Port of Cape Town	1
Port of Saldanha	1
Head Office	1

- **Supply, deliver, install, and configure the Comfort Screens (A12 in pricing schedule)** for the conference rooms for all the Ports as per the scope of work
- **Supply, deliver, install, and configure the Smart Document Cameras (A13 in pricing schedule)** for the conference rooms for all the Ports as per the scope of work
- **Skills transfer to TNPA ICT Operations Support Team (B1 in pricing schedule):** Training must be provided to all TNPA systems administrators to be able to administer

the boardroom solution going forward. The areas to be covered include creation of new boardroom equipment, health checks and basic troubleshooting. Training must cover all features of the solution proposed. This process must be formalized and TNPA systems administrators must sign off that they have received the skills transfer in all aspects mentioned and other aspects that the *Contractor* deems as needed.

- **Decommission of old boardroom equipment (B2 in pricing schedule).** The *Contractor* must decommission old boardroom equipment in all the Ports.

- **Waste Disposal Requirement (B3 in pricing schedule)**
The *Contractor* must remove all wooden crates, cardboard boxes, and other packaging offsite once the *Contractor* deems these items as not needed. These items cannot remain in the data centre as they are a fire hazard.

- **Ad hoc support requirement: 5 Year Support for specialist assistance when required (C1 in pricing schedule)**
Bucket of specialist man hours: The *Contractor* must set aside 600 hundred hours of technical specialist man hours for the solution (covering all aspects), over and above standard software support, to assist TNPA system administrators with any administration difficulties they experience during the 5-year period post project completion. Hours will be paid for as and when used and not prepaid. The service contract is just being arranged in advance. This arrangement will commence after project has been completed.

- **Hardware maintenance specification: Post implementation maintenance for a period of 5 years after date of purchase for all hardware used in solution (C2 in pricing schedule)**
 - The contract is being put in place now for maintenance for the next 5 years. Hardware maintenance will not be paid for as a lump sum in advance. TNPA will pay on an annual basis at quarterly intervals for the maintenance.

- Brand new hardware components normally come with a one-year warrantee. TNPA is requesting a further four years extended hardware maintenance on the brand-new hardware. The hardware to be maintained for a full five years from date of purchase.
- Hardware maintenance should include but not limited to the following aspects:
 - Routine and proactive maintenance of hardware, including microcode and firmware upgrades to prevent hardware failures.
 - Source, deliver, and install hardware spares when hardware failure occurs.
- The service provider must provide 24 x 7 x 365 same day remote and onsite technical expertise support
- OEM hardware maintenance is required.
- Hardware replacement parts must be brand new, genuine, compatible, and equivalent in performance to existing parts and certified by the OEM.
- All work, including spares must be accompanied by applicable warranties and/or guarantees.
- Where possible, hardware maintenance must be done without the interruption to business. In cases where downtime is required, the service provider must negotiate with TNPA for a downtime period which will be after normal working hours or weekends.
- The service provider must have an established service desk and incident management process.
- Where applicable, the call home facility must be activated so that the hardware itself can trigger alerts to remote service provider's engineers to get them to attend to the hardware failure without any manual monitoring required.
- In cases where remote support does not result in resolution of the call, a hardware engineer must be dispatched to the data centre to attend to the call.

2.8 Boardroom Hardware features specification

All hardware, software, and services requirements to enable the solution to function must be provided by the Contractor.

The following features are required:

1. Scalable: High levels of utilization
2. High Availability: Solution available 24/7
3. Accessible: TNPA can self-provision.
4. Elastic: Appearance of infinite capacity on demand.

2.3 Software Licenses and software support specification (A7 in pricing schedule)

Application software licenses for systems being implemented are provided for by Transnet. The *Contractor* will make use of existing Transnet software licenses whereby Transnet is licensed to use the software and fill in the gap by licensing new software introduced to Transnet in the solution provided. The situation is as follows:

- **Operating system:** Transnet is licensed to use Microsoft products as they have an enterprise agreement with Microsoft.

Software licenses and software support that comes with the software license from the software OEM will also be for a period of five years from date of purchase. All software must be registered on the software OEM website by the time the project is completed. TNPA administrators must be able to sign on to log software calls and download latest software patches for all software products purchased. The *Contractor* must provide software licenses and support for five years. However, the licenses will not be paid for in advance.

2.4 Pre delivery inspection of all boardrooms in all Ports required

The Contractor must inspect all boardrooms and do the following checks:

- a) The *Contractor* must assist in identifying the floor space needed.



- b) Power and electricity requirements.
- c) The *Contractor* must factor in costs to relocate existing equipment to create contiguous space if this need arises upon inspection.
- d) The *Contractor* must provide network requirements to the TNPA network service provider as soon as the project commences to give them enough time to meet the requirements without delaying the project. Upon completion of the work by the TNPA network service provider, the Contractor must quality assure that all connectivity requirements have been met before releasing the TNPA network service provider.
- e) The *Contractor* must provide the power supply requirement to the Port Engineer as soon as possible to give them enough time to meet the requirements without delaying the project. The *Contractor* must quality assurance that all power supply requirements have been met before Port Engineer can be released.

3 Constraints on how the *Contractor* Provides the Goods and Services

3.1 Work to be done by the Delivery Date

Upon receipt of the purchase order, the *Contractor* can arrange a project planning workshop with the team, which can be used as input to draw up the project plan. Once dates have been agreed, these dates must be adhered to. The project duration must not be longer than 12 months but can be shorter.

3.2 Services & other things to be provided by the *Employer* or *Contractor*

The goods must be ordered first. Before the goods arrive, the *Contractor* must work with TNPA to prepare the boardrooms rooms to accept the new equipment. The network must be prepared. The power supply must be in place. The furniture must be installed. When the goods arrive, implementation services can begin with no delays.

3.3 Management meetings

The project manager of the *Contractor* must follow all Transnet project management guidelines. This person will report to the TNPA project manager and work closely with the TNPA technical team leader. The project management documents such as the project plan must be regularly updated. Project meetings must take place at intervals agreed on by the team (this will be discussed and agreed in the project kick off meeting). Minutes must be taken of all official meetings.

All sign off documents that indicate the completion of technical milestones must be followed up on and completed in time. Deviations to plan must be managed to ensure that the project is delivered on time, meeting all requirements as specified in the tender specification and is delivered within the budget allocated.

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

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

3.4 Tender proposal required in electronic format (in addition to printed)

In addition to printed copies of tender proposals sent to TNPA via the normal tender processes, it is **MANDATORY** for tender proposals to also be submitted in electronic format i.e., PDF files can be saved in a CD or memory stick that is encompassed in jacket of the

tender proposal file. Please make sure that the hard copy contents and digital content is the same. This will allow TNPA to evaluate the tender proposals without being in the same room, but rather using virtual meetings (as per COVID-19 best practices).

3.5 Health and safety risk management in times of COVID-19

It must be noted that all COVID-19 protocols such as social distancing and the wearing of masks must always be respected. The scope of work is to implement boardrooms technology solution that meets all requirements. Due to the nature of the project, work at the TNPA offices will have to take place.

However, project meetings can be run virtually using Microsoft Teams. VPN access will be arranged for all project team members and they will be able to work remotely when required to do so.

TNPA expect all Contractors to be honest and responsible to ensure to help TNPA maintain a safe environment. *Contractors* must comply with the following COVID-19 safety regulations:

- a) Please inform the TNPA service manager immediately if your employee scheduled to work at TNPA tests positive for COVID-19.
- b) If your employee is self-isolating, please do not send the employee to work at TNPA premises
- c) If your employee has any of the following symptoms, please keep employee at home and seek medical advice from a recognized practitioner: -
 - Fever
 - Cough
 - Sore throat
 - Redness of eyes
 - Shortness of breath/difficulty breathing
 - Body aches
 - Loss of smell and/or taste

- Nausea/vomiting/diarrhoea
- Fatigue/weakness

Please note that TNPA security will scan the temperature of all TNPA employee and *Contractors* before they can work at TNPA premises. If the body temperature of a person is too high, they will not be permitted to work at TNPA premises and must seek immediate medical attention.

It is MANDATORY for Contractor to comply with the health and safety requirements of Transnet while working at Transnet premises.

3.6 Project duration and quality assurance requirements

The tenderer must submit a Detailed Level 3 Project Specific Schedule that addresses all the scope items linked to the detailed scope of works, showing duration, showing the sequence of events, critical paths, milestones, and responsible person for the work. The project duration must not be longer than 12 months. It is preferred that the Contractor cater for 12 months and allow 3 months contingency for unforeseen events that must delay the project. No project plan with a duration longer than 12 months will be accepted. The following is a suggested framework that can be used to draft the project plan, which must be presented as a Gantt chart using Microsoft Project or similar.

Even though timelines are tight, quality must not be compromised. The minimum QA requirements (as covered in the tender evaluation criteria) should include:

- a) Governance: Continuity and capability of individual members to receive, digest and act upon timely accurate project reporting.
- b) Business Case: Ensuring that the business case is being regularly reviewed to ensure benefits remain valid.
- c) Project Management: Ensuring consistent and effective project management – encouraging continuity and management of risks and issues.



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE

- d) Delivery: Ensuring the whole-of-project lifecycle is considered including post implementation.
- e) Stakeholder management: Ensuring key stakeholders are involved throughout project lifecycle with a clear RASCI (responsible, accountable, support, consult and inform) map.
- f) *Contractor/contract* management: Focus on Contractor/contract management throughout the project lifecycle, not only as major issues emerge.
- g) Evidence based best practice: ensuring the identification of external and internal lessons learned are captured to support the implementation of ICT projects.
- h) Project monitoring: Forecasting the end-to-end project delivery effort, cost and timeline, focusing on what it will take to achieve the outcomes/benefits promised.

3.7 Critical path for project

The tasks below cannot be done in parallel (must be in sequence) and each task depends on the success of its predecessor to proceed:

1. The data centre must be ready to accept the equipment.
2. The hardware must be commissioned.
3. Solution must be configured and tested.
4. Skills transfer to TNPA systems administrators must be completed.
5. Post implementation maintenance agreements must be implemented.

3.8 Invoicing and payment

For each payment milestone, the Contractor shall address the tax invoice to *Employer* and include on each invoice the following information:

- Name and address of the *Contractor* and the *Supply Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number.

- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

3.9 Insurance to be provided by the *Contractor*

The *Contractor* must insure the goods while they are in transit and have not yet been delivered to TNPA premises.

3.10 No scope change request allowed

Scope changes must be necessarily avoided. *Contractors* are encouraged to send technical people such as solution designers, pre sales people, technical architects etc. to the tender briefing session and ask all the relevant questions to make sure that the solution design does not have any components that have been mistakenly left out. With the briefing most likely taking place using physical, the will be travel costs will be incurred.

It must be remembered that TNPA has provided a capacity requirement and it is for the *Contractor* to design a solution and ensure that the bill of materials and services are sufficient to implement the solution that has been designed. Hence, if it is later discovered that something is left out of the solution design by mistake, the missing components, be it goods or services, it will be for the account of the Contractor and NOT TNPA.

3.11 Provision of bonds and guarantees

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Supply Manager* to receive and accept such bond or

guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

3.12 Main Contractor payments to Sub-Contractor *NOT responsibility of TNPA*

Once the main *Contractor* has been paid, payments between the main Contractor and Sub-contractor are not the responsibility of TNPA to get involved in. Once TNPA has paid the main Contractor for the assets and services, the matter is settled. If the Sub-Contractor has not been paid for the assets and services, confiscation of the assets from TNPA premises by the Sub-Contractor is NOT an option. The Sub-Contractor must resolve all disputes with the main Contractor by themselves.

4 Procurement

4.1 Subcontracting

4.1.1 Turnkey solution required

Multiple OEMs solutions must be compatible and be integrated to work together to provide a total Digital Boardrooms solution (Microsoft Teams Rooms Solution) for TNPA's computing requirements. A single entity must present TNPA with the total solution, which will unify the contribution of many other parties. TNPA is looking for a turnkey (single) solution from a single Contractor. Hence, subcontracting by the main Contractor for areas that are not their area of expertise is inevitable.

4.1.2 Qualifications of Sub-Contractors

The main Contractor and all Sub-Contractors must be at least tier two certified by the OEM (Hardware and Software). There must be close cooperation between different Sub-Contractors to resolve issues. To achieve this, the main Contractor must make sure that all components specified in the solution are compatible with each other and work in perfect harmony with each other. There must be certified OEM integration compatibility between all hardware, software and network components that will work together in the solution.

4.2 Payment will not be made before supply of either goods or services

No goods or services will be paid for in advance before confirmed delivery under ANY circumstance.

4.3 Employer's entry and security control, permits, and site regulations

Prior to delivery, the Contractor must inform the Boardrooms managers / ICT managers at least five days in advance before the truck arrives so that security clearances can be arranged for the all the Ports:

- Port of Durban, Ocean Terminal Building,
- Port of Cape Town, Corporate Services Building
- Port of Ngqura, Emendi Building
- Port of Saldanha, Bayvue Centre
- Port of Mossel Bay, Gate 2, 55 Bland Street
- Port of East London, TNPA Port Admin Building, 1 Hely-Hutchison Road
- Port of Richards Bay, Osizweni Building, Ventura Road
- Port of Port Elizabeth, Green Street, Admin Building

4.4 Services to be provided by TNPA / Specification for those services to be provided by Contractor

4.4.1 Network connectivity specification (Connectivity requirements for solution proposed)

Once the *Contractor* receives the purchase order, this gives the project team four to six weeks lead time to receive the hardware.

This gives TNPA and the TNPA network service provider time to ensure that all connectivity requirements are met by the time the hardware arrives. The *Contractor* must provide a detailed list of network connectivity requirements to ensure that the solution will work to the TNPA network service provider. They must work together with the TNPA network service provider throughout the implementation.

Over and above internal connectivity between the components that make up the hardware solution and connectivity of the solution proposed to the Transnet network, a fully functional DMZ is required for the public facing systems.

Requirement: The *Contractor* is required to stipulate all the connectivity requirements for the proposed solution including both management connectivity and public connectivity.

The *Contractor* must work together with the TNPA network service provider to ensure that the project network requirements are met.

Detailed connectivity specifications, supervision of the work done by the TNPA network service provider and testing are among the activities that must be carried out by the *Contractor*.

4.4.2 Power supply in Boardrooms for new equipment

Once the *Contractor* receives the purchase order, this gives us four to six weeks lead time to receive the hardware.

Requirement: The *Contractor* must provide a detailed list of electrical requirements to ensure that the solution will work to the service manager. This gives the power supply department of the all Port Engineers enough time to cater for all power supply requirements for the hardware.

The *Contractor* must only release the electrician when all the machines are powered up and there is satisfaction that all electrical requirements are met and that they will not need to call the electrician back. The Port Engineer Power Supply department is extremely busy and have many maintenance jobs throughout the port, hence the project team must use their time wisely.

4.5 Project deliverables / Payment milestones

The project duration is expected to be twelve months at most as per evaluation criteria. Payment milestones are as per attached contract, **C2 Part 2 Pricing Data Option A CPM 2020 Digital Boardrooms**. *The sign off documents are linked to activities in the pricing contract for easy reference):*

1. The **hardware power up sign off** will take place when the total hardware solution is powered on and connected to the network (LAN and SAN). The sign off will validate that all hardware components required have indeed been delivered (no missing components) and that there are no hardware or connectivity errors. (A4 in pricing schedule)
2. To conclude the commissioning processing, the support verification sign off will validate that all hardware is licensed and registered for support. (A4 in pricing schedule)
3. The configuration sign off will validate that all hardware has been be created with the correct capacity as per the requirements.
4. The Testing of Boardrooms equipment sign off will validate that all equipment in boardrooms is working. (A6 in pricing schedule).
5. The Implementation and configuration of boardroom booking software sign off will validate that software has been be created with the correct capacity as per the requirements. (A, A8, A9, A10 in pricing schedule).
6. **Supply and delivery of Portable PA system signoff:** will ensure that all PA systems are delivered and tested in different ports as per requirements. (A11 in pricing schedule).



7. **Skills transfer sign off** must be done to confirm that skill transfers from the *Contractor* to TNPA ICT technical team has taken place. All TNPA technical team members identified for training must sign off that they have received the skills transfer. TNPA technical team must be able to do all administrative tasks required to keep the environment up and running going forward. (B1 in pricing schedule)
8. The call handling protocol for post project support must be understood and agreed by all TNPA technical team. The **fault logging and call handling protocol sign off** must take place. (C2 in pricing schedule)

4.6 Information security, change control and downtime

All Transnet information security policies, standards and procedures must be followed: The following policies are relevant:

- Physical security
- Logical access control
- Transnet ICT Change Management Standard
- CIS Standards
- Transnet Group ICT Vendor Management Standard
- Network security
- Cloud
- Governance Policy
- Transnet Disaster Recovery Policy

The information security manager will have a slot in the kick-off meeting where all information security procedures will be communicated in more detail. All information security policies and procedures must be adhered to. From a change control perspective, migration of DEV and QAS workloads can take place during working hours. For production system cut over, downtime approval is required from business at least fourteen days in advance. Downtime for production will normally be granted in the second week of the month and not month end. For production systems, the cut over and tests will always be done after hours

and on weekends. The *Contractor* is urged to plan the production cut over well in advance to make sure that the downtime window that is required is approved.

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

The scope of work allows for the *Contractor* to design the solution based on requirements given by the Employer. If the solution is lacking certain items that is required to make it work, the *Contractor* must correct the defects at his own cost to make sure that the solution works as expected.

4.8 Performance tests after Delivery

The new solution must perform better than the legacy hardware being replaced. Performance tests will be carried out during the project during the user acceptance phase and will be addressed during that period. However, if the system performance deteriorates inexplicably post implementation, then the *Contractor* will be called back to remediate the issue.

5 Presentation to tender evaluation team by *Contractor* for solution proposed

Shortlisted bidders must prepare a fifteen-minute summary of the solution proposed using Microsoft Power Point or an alternative and present it to the technical evaluation team. In addition to the tender proposal, the presentation will help the technical evaluation team understand the solution proposed. The *Contractors* selected to present will be those who has passed the procurement validation and are now ready to be technically evaluated. Procurement will advise bidders that will be required to present to the technical evaluation team.

TRANSNET NATIONAL PORTS AUTHORITY.
TENDER NUMBER: TNPA/2022/07/0750/8341/RFP

DESCRIPTION OF THE WORKS: THE DIGITILISATION AND MODERNISATION OF TNPA BOARDROOMS ACROSS THE PORT SYSTEM INCLUDING A 5 YEAR POST PROJECT MAINTENANCE



Transnet National Ports Authority of South Africa

Submission recommended by:

Phumla Msibi
TNPA Head of Digital Transformation

Date

Submission approved by:

Miranda Nyathi
TNPA Head of Digital Transformation

Date



Transnet

**Principal Controlled Insurance Manual
(PCI)**

Contract Works

Contractors Public Liability

Professional Indemnity

To be used for construction related projects with a value of less than R1 billion.

For use by the Insured parties

Updated 2022 2023

Table of Contents

<u>1</u>	<u>INTRODUCTION</u>	<u>4</u>
<u>2</u>	<u>PCI INSURANCES ARRANGED BY TRANSNET</u>	<u>7</u>
<u>3</u>	<u>CLAIMS ADMINISTRATION</u>	<u>8</u>
<u>4</u>	<u>SUMMARY OF CONTRACT WORKS INSURANCE</u>	<u>10</u>
<u>5</u>	<u>CONTRACT WORKS SASRIA SUMMARY</u>	<u>22</u>
<u>6</u>	<u>CONTRACTORS PUBLIC LIABILITY INSURANCE SUMMARY</u>	<u>24</u>
<u>7</u>	<u>PROJECT PROFESSIONAL INDEMNITY INSURANCE SUMMARY</u>	<u>27</u>
	<u>ANNEXURE 1 – INCIDENT ADVICE FORM</u>	<u>31</u>

1 Introduction

Transnet SOC Limited insures all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works, Contractor's Public Liability and Contract Professional Indemnity and cover extends to Contractors and/or Consultants to the extent that Transnet contractually undertakes to arrange such insurance for their benefit.

The program is designed to effectively manage insurable construction risks.

Please note that this manual serves as a reference only, and does not in any way override, derogate or supersede the conditions of contracts or other agreements entered into, or the terms and conditions of the policies of insurance, which have been arranged by or on behalf of Transnet SOC. This manual must not be regarded as a substitute for the policy documents nor be construed as a legal interpretation of the protection afforded.

1.1 Benefits of the PCI Insurance Program

- 1.1.1 Transnet and its Operating Divisions wish to control the risk exposures in the case of Construction Insurance.
- 1.1.2 Transnet, as a large organization, bulk-buys insurance resulting in preferential rates and comprehensive cover.
- 1.1.3 Eliminates potential problems, which usually occur when individual Contractors are responsible to arrange separate insurance.
- 1.1.4 Includes the Contractor/s and/or Subcontractor/s and/or Consultant/s as insured parties where Transnet contractually undertake to arrange cover on their behalf.

1.2 Administrative Arrangements

1.2.1 Projects falling outside the scope of PCI

- a) The Operating Divisions must declare projects, which are excluded from the PCI programme, prior to the commencement of such contract.
- b) This declaration must be made to Group Insurance and the Transnet broker.

- c) To declare the value of a contract for contracts involving assembly or erection of plant and machinery or repairs maintenance or overhaul thereto, THE FULL NEW REPLACEMENT VALUE OF THE PLANT/MACHINERY involved must be declared AND NOT ONLY THE CONTRACT VALUE, for example:
- Cranes (repairs or final assembly)
 - Machinery being moved
 - Maintenance or new works on existing Transnet National Port Authority Vessels whilst moored or in dry dock.
- d) Contract value must include the replacement value of any Free Issue Material provided.

1.2.2 Tender Stage of Contracts

- a) It is important that Tender documents and finalised contract documents reflect the fact that Transnet as the Principal/Employer arranges certain covers which incorporates cover on behalf of Contractors and / or Subcontractors and/or Consultants.
- b) The arrangement of PCI Insurance by Transnet does not relieve the contracting parties of their contractual obligations such as care of the works and liabilities to third parties.
- c) The cover provided, including limits of insurance purchased, should be clearly spelt out in the Tender documents and finalised. Contract documentation including the deductible(s) that are applicable and the fact that Contractor and/or Subcontractor and/or Consultants are responsible for the payment of such deductible(s).

1.2.3 Contracting outside the Territorial Limits

- a) If Contracts are to take place in any territories outside of South Africa, the broker needs to be advised of the same at feasibility stage.
- b) Due to the more stringent legislation regarding insurance in African countries, that the majority of territories within Africa make it compulsory to insure in country with an admitted insurer, in such territory as approved by the local insurance commissioner.

1.2.4 Additional Insurances that can be included in the PCI CW policy if needed (Optional)

Marine Transit Cover	Covering imports until delivered and checked on site
Removal of Lateral Support	Covering legal liability incurred as result removal of, weakening of, or interference with support to land or property or buildings adjacent to, on or in the vicinity of the Contract site.

1.2.5 Information to be shared with all Insured parties

a) **Warranties** (refer to relevant section in this manual)

It is essential that the Warranties be brought to the attention of the contractor and their sub-contractors as well as any other party involved in the contract/project being undertaken.

Where the special conditions concerning the warranties are not practical, specific arrangements for cover can be made with underwriters. It will require detailed underwriting information and an additional premium may be charged.

If any insured party does not conform to any of the insurers Warranties, then cover provided by the policy will be forfeited.

b) **Deductibles** (refer to relevant section in this manual)

The deductible is payable by the contractor as per the contract between Transnet and the Contractor.

The deductibles may change from time to time and it is the contractor's responsibility to obtain the latest deductible structure.

c) **Claims Management** (refer to relevant section in this manual)

Incidents that might lead to an insurance claim must be reported as soon as possible.

Claims must be notified within 30 Days after incident.

Claims must be notified to the Projects Manager, OD Insurance office and broker.

2 PCI Insurances Arranged by Transnet

2.1 Insurance Cover Applicable to All Contracts other than Excluded Contracts

2.1.1	Contract Works Cover	Covering physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in transit, temporary storage and whilst in the course of erection at the contract site within the Republic of South Africa.
2.1.2	Contractors Public Liability Cover	Covering legal liability for damage to third party property and/or injury to or death of third party persons arising out of or in connection with the performance of the works on the contract site or sites designated for purposes of the performance of the contract.
2.1.3	Professional Indemnity	Covering legal liability as a result of neglect, error or omission of the insured in the execution of their professional activities.
2.1.4	Riot / Strike/ Terrorism Cover (Contract Works)	Provided by SASRIA (South African Special Risks Insurance Association) in respect of risks within the Republic of South Africa.

3 Claims Administration

All incidents that could give rise to claim under the Principal Controlled Insurances have to be reported to the Broker / Insurer within a **30 (Thirty) day** period. Failing this, claims will not be entertained.

3.1 Engagement of Nominated Loss Adjusters for Contract Works Claims

The broker is authorised to appoint a Nominated Loss Adjuster to investigate and quantify losses that are potentially indemnifiable under the Policy.

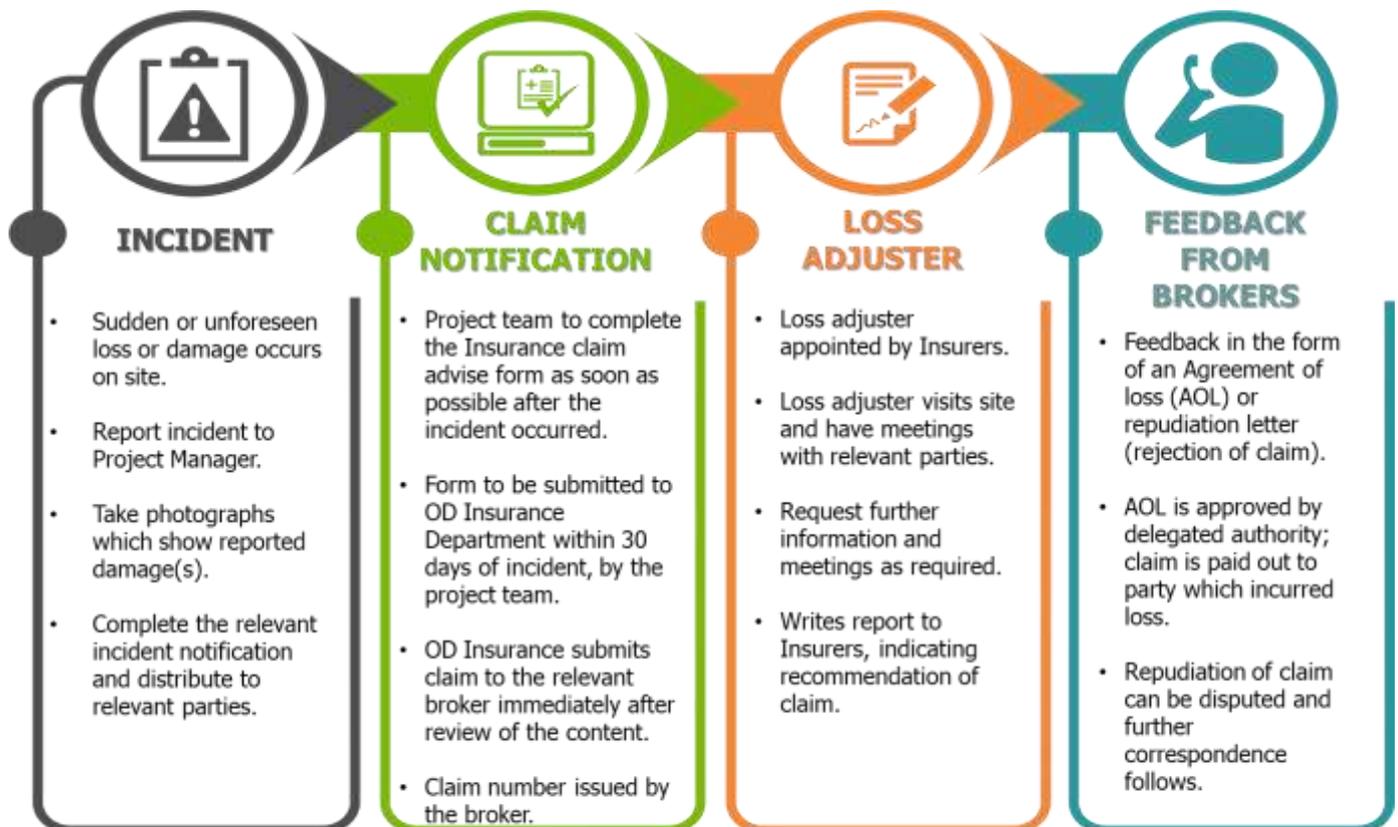
3.2 Insurance Claims Principals

- 3.2.1 Losses involving theft or malicious damage must be reported to the police and a police case number obtained and recorded.
- 3.2.2 The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access for Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- 3.2.3 The Employer, Contractor(s) or subcontractors shall not deal directly with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker's request.
- 3.2.4 The Employer, Contractor or Sub-Contractor shall make no Admission of Liability in the event of damage, loss or injury to third party property or persons.
- 3.2.5 Letters of demand or summonses from claimants should be forwarded to the Transnet Broker through the Group Insurance office immediately upon receipt.
- 3.2.6 In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- 3.2.7 Other than, in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and the Transnet brokers.
- 3.2.8 Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labor, materials, transport and equipment.
- 3.2.9 Upon the amount of the loss or damage being agreed upon by the Loss Adjuster(s) and

Transnet / the Contractor, the Contractor and Transnet will sign an "Agreement of Loss" (AOL) form.

- 3.2.10 The amount agreed upon by the Insurers, the Insurers shall pay the Contractor and the Employer to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

3.3 Insurance Claims Process



4 Summary of Contract Works Insurance

4.1 Scope of Cover: Contract Works

Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works and as may be more fully described in the Policy.

4.2 The Insured Party (ies)

4.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

4.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

4.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

4.2.4 To the extent required by any contract or agreement;

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
- c) any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;
- d) all for their respective rights and interests

4.3 The Contract Site

Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

4.4 Territorial Limits

The Republic of South Africa.

4.5 Insured Contracts

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

Excluding:

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R500,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

4.6 Definitions

- 4.6.1 **"Off-shore contracts"** means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "Off-Shore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre- fabrication works on land associated with an Off-Shore Contract.
- 4.6.2 **"Wet Risk Contracts"** shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off-Shore Contracts;
- 4.6.3 **"Dam Contracts"**, which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4.6.4 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.5 **"Tunnels"** means Tunnels (Including declines) involving all of the following;
- a) Works below ground level; and
 - b) tunneling machinery below ground level; and
 - c) a tunneling crew operating the machinery below ground level;
 - d) But shall not include Horizontal Directional Drilling Contracts.
- 4.6.6 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.7 **"Underground Mining Contracts"**, which shall mean any contract involving underground mining.
- 4.6.8 **"normal action of the sea"**, Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 10 year period, whichever is the more onerous.
- 4.6.9 **Major Perils** shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious

damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

4.6.10 **Minor Perils** shall mean damage caused by a peril no defined as Major Perils defined above.

4.6.11 The Deductible (excess) is the amount, which the Contractor and/or Sub-Contractor and/or Professional (i.e. Consulting Engineer, Architects and Other Professionals) are responsible, this obligation must be reflected in the Tender and/or Contract Documents, and the responsibility for same made clear.

4.7 Testing Period

Limited to 120 Days (not necessarily consecutive).

4.8 Maintenance/Defects Liability Period

Limited to a maximum of 24 Months

4.9 Main Policy Extensions

- a) Costs & Expenses - Limited to maximum of R50,000,000.
- b) Expediting Measures – Limited to a maximum of R50,000,000.
- c) Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- d) Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- e) Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- f) Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- g) Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000.
- h) Public Relationship Costs - Limited to a maximum of R1,000,000.
- i) Records - Limited to a maximum of R2,000,000.
- j) Removal to Gain Access - Limited to a maximum of R20,000,000
- k) Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- l) Search & Locate Costs - Limited to a maximum of R20,000,000.
- m) Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- n) Escalation during Construction – 30%
- o) Marine Contribution Clause
- p) Claim Preparation Costs – Limited to a maximum of R10,000,000

4.10 Special Conditions/Warranties

4.10.1 Open Trench Limitation

Open trench is defined as any trench and / or material therein until compacted to top of trench level.

Open Trench limitation - loss or damage to open trench work is limited to the cost of the equivalent of 5,000 meters of such open trench. If the length of such open trench exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to open trench.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50, 000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters –an additional amount of 20% of the loss subject to a minimum of R100,000,

As demonstrated below:

Up to 1,000 meters	deductible as stated in The Schedule.
Up to 3,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 3,000 meters an additional 20% of loss minimum R50,000
Up to 5,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 5,000 meters an additional 20% of loss minimum R100,000.

- 4.10.2 **Unsealed/ Un-Primed Base Course Limitation** -loss or damage to unsealed or unprimed base course is limited to the cost of the equivalent of 5,000 meters of such unsealed or unprimed base course. If the length of such unsealed or unprimed base course exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to unsealed or unprimed base course.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50,000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters – an additional amount of 20% of the loss subject to a minimum of R100,000

4.11 Main Policy Exclusions

The Policy Excludes:

- a) War
- b) Nuclear Energy Risks
- c) Terrorism
- d) Computer Loss General Exception
- e) DE4 (All types of Works) for defective material workmanship design plan or specification.
- f) LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- g) Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- h) occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- i) Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- j) Consequential loss of whatsoever nature.
- k) Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- l) Due to its own explosion breakdown or derangement occurring after the Testing Period, which has operated under load conditions.
- m) Second hand property due to its own electrical or mechanical breakdown or explosion.
- n) Covid 19 and infectious diseases.

4.12 Deductibles

The following Deductibles apply per occurrence. In respect of loss or damage:

Contracts with a contract value:	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

4.12.1 Minimum wet risk deductible of R100,000 per occurrence to apply.

4.12.2 LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

4.13 Synopsis of Contract Works Cover

The insurers will indemnify the Insured against physical loss of or damage to any part of the Property Insured:

- a) during dismantling of property in connection with the Insured Contract;
 - b) during transit including loading, unloading and temporary storage;
 - c) during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer.
- Where testing and commissioning of the Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract.
 - To the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this

insurance in respect of such completed portions of the Property Insured shall cease except as provided below.

- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provisions of 4 below shall apply in respect of such work;
- d) during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
 - arising from a cause occurring prior to commencement of such period of maintenance or defects liability period; or
 - arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations; or
 - For which the Insured Contractor is responsible under the Insured Contract.This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works.
- e) Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the maintenance or defects liability Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible.
- f) Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage:
 - having its cause prior to the commencement of the deemed maintenance or defects liability period, or
 - Occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract.

Provided that such deemed period does not exceed 24 months.

4.14 Cover Limitations/ Warranties/ Special Conditions under the Contract Works Policy

4.14.1 Laid Pipes Warranty

- a) Pipes with a diameter not exceeding 500mm are to be end capped on the termination of each day's work to avoid ingress of mud, silt, water, debris, detritus and the like.
- b) Pipes with a diameter exceeding 500mm are to be capped on the termination of each day's work with steel mesh to allow ingress of water to avoid floatation but avoiding ingress of large debris or detritus.

4.14.2 Rail Track Re-Profiling Warranty

- a) The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- b) All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- c) Maximum grinding distance in any one execution shall not exceed 10,000 meters.
- d) Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- e) The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification for Track Maintenance with an on Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

4.15 Used Plant – Basis of Loss Settlement

In respect of Property Insured which has operated under service conditions prior to attachment of indemnity hereunder being lost or damaged the basis upon which the loss shall be settled shall be the cost of repair reinstatement or replacement of the Property Insured except that in respect of such property exceeding five years of age the basis of loss settlement shall not exceed the Agreed Value of such property which shall be calculated on the basis that for each year of life (or part thereof) the present day New Replacement Value of an identical machine or structure is reduced proportionately over a period of 20 (twenty) years subject to a residual indemnification of 20% (twenty percent).

4.16 Special Conditions Concerning the Construction of "Wet Risks"

Insurers shall not indemnify the Insured in respect of the expenses incurred for the following:

- 4.16.1 Loss or damage to berths, wharves, jetties and the like caused by their subsidence or sinking. However, this exclusion shall apply only to those works, which have been incorrectly executed. The burden of proof to show that said works have been correctly executed shall be on the Insured;
- 4.16.2 normal action of the river / *sea;
- 4.16.3 loss of or damage to more than 400m of uncompleted or unprotected seawall, quay or other marine structure;
- 4.16.4 loss damage or liability due to soil erosion, dredging or re-dredging unless necessary to reinstate indemnifiable loss or damage;
- 4.16.5 lost or damaged fill material;
- 4.16.6 replacing or rectifying piles or retaining wall elements;
 - a) which have become misplaced or misaligned or jammed during their construction;
 - b) which are lost or abandoned or damaged during driving or extraction;
 - c) which have become obstructed by jammed or damaged piling equipment or casings.
- 4.16.7 rectifying disconnected or de-clutched sheet piles;
- 4.16.8 any leakage or infiltration of material of any kind;
- 4.16.9 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
- 4.16.10 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage;
- 4.16.11 loss or damage to any floating and other equipment such as caissons, barges and the like and liabilities therefrom;
- 4.16.12 any mobilisation / demobilisation and / or other costs which arise for standby / waiting on weather or offshore construction equipment, except costs exceeding R2,500,000 which arise following physical loss or damage to insured works;
- 4.16.13 loss or damage to pulling wires, anchors, chains and buoys;

4.16.14 loss or damage due to impact of shipping unless the Insured cannot obtain an admission of liability from the insurer of the ship owners or identify the responsible vessel, in which case this policy will be obligated to indemnify the Insured;

4.16.15 Marine liability.

4.17 Warranties relating to the Construction of "Wet Risks"

The insured shall where practical:

4.17.1 receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours' notice of an imminent storm; and

4.17.2 Make navigation distance for public traffic to work site minimum 200m.

4.18 Special Conditions Concerning Piling Works

The Insurers shall not indemnify the Insured in respect of expenses incurred:

4.18.1 for replacing or rectifying piles or retaining wall elements

- which have become misplaced or misaligned or jammed during their construction,
- which are lost or abandoned or damaged during driving or extraction, or
- which have become obstructed by jammed or damaged piling equipment or casings,

4.18.2 for rectifying disconnected or declutched sheet piles,

4.18.3 for rectifying any leakage or infiltration of material of any kind,

4.18.4 for filling voids or for replacing lost bentonite,

4.18.5 as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,

4.18.6 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage

The above shall not apply to loss or damage caused by natural hazards.

4.19 Serial Losses in respect of Locomotives and Rolling Stock

If the development of a defect in any electrical or mechanical plant manufactured by or for the Insured for Locomotives or Rolling Stock shall indicate or suggest that a similar defect exists in any other item of such plant insured under this policy the Insurers reserve the right to suspend the insurance in respect of loss or damage due to or arising out of the said defect unless the Insured shall forthwith investigate and if necessary rectify as soon as is reasonably practical the defect in such property at his own expense.

4.20 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 (Ninety) days immediate notice in writing must be given to the Insurer(s) with the details of completed and outstanding work and the Insurer(s) on the receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed.

5 Contract Works SASRIA Summary

5.1 Indemnity

The Contract Works SASRIA cover is subject to the Underlying Contract Works policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) (Including VAT) in the aggregate whichever is less against loss of or damage to the property insured directly related to or caused by :

- i. any act calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

5.2 Policy Exceptions

The policy does not cover:

- 5.2.1 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- 5.2.2 loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- 5.2.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- 5.2.4 In respect of the Contract Works and Materials:
The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made with a maximum first amount payable of R25,000 and will apply to each and every theft loss.
- 5.2.5 Nuclear/Chemical/Biological Terrorism Exclusion where the policy does not cover loss (es) in

any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

5.3 Special Conditions

All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

- a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii)(b), A(iv), A(v) and A(vi); and
- b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the
- c) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions.

The following extensions and limits will apply to the SASRIA cover noting that these limits are not in addition to the maximum limit of indemnity of R500 million in the aggregate during the policy period:

Costs & Expenses	R 50,000,000
Surrounding Property	R 55,000,000
Surrounding Property - Worked Upon	R 55,000,000
Professional Fees	R 50,000,000
Expediting Expenses	R 50,000,000
Surrounding Property - Watercraft	R 55,000,000
Fire Brigade/Public Authorities	R 20,000,000
Public Authorities Reinstatement	R 10,000,000
Road Reserve & Servitude Extension	R 10,000,000
Documentation	R 2,000,000
Claims Preparation Costs	R 10,000,000
Public Relations Expenses	R 1,000,000
Security/Protection Costs	R 8,695,652

5.4 Additional Contract Works Excess of Loss Cover

In addition to the R500 million (VAT Inclusive) limit of indemnity provided by the above primary Contract Works SASRIA cover, Transnet have purchased an additional Excess Of Loss coupon from SASRIA for a limit of indemnity of R1 billion (VAT Inclusive) in the aggregate in excess of the primary R500 million (VAT Inclusive) limit of indemnity.

6 Contractors Public Liability Insurance Summary

6.1 Cover Provided

Legal Liability to pay as compensation for and in consequence of:

- a) Death of, injury to, illness, or disease contracted by any person.
- b) Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contracts.

6.2 The Insured

6.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

6.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

6.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

6.2.4 to the extent required by any contract or agreement;

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities;

all for their respective rights and interests.

6.3 Territorial Limits

The Republic of South Africa.

6.4 Insured Contracts

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

Excluding:

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

6.5 Policy Limits

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.

Statutory Legal Defense Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

6.6 Deductible(s)

R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook.

6.7 Main Policy Exceptions

- 6.7.1 The amount of the policy deductible;
- 6.7.2 Death or injury to own employees;
- 6.7.3 Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended;
- 6.7.4 Arising out of the ownership, hire leasing or operation of any airport, airstrip or helicopter pad;
- 6.7.5 Property belonging to the Insured or in his care custody and control;
- 6.7.6 Property forming part of Contract Works;
- 6.7.7 Fines, penalties, punitive and exemplary damages;
- 6.7.8 Rectification of the works arising out of design, formula, specification, supervision, treatment or advice given for a fee;
- 6.7.9 Gradual pollution and contamination;
- 6.7.10 Ownership hiring or leasing of any aircraft, watercraft or hovercraft;
- 6.7.11 War, terrorism, asbestos and nuclear risks; and
- 6.7.12 Professional Indemnity.
- 6.7.13 Covid 19 and infectious diseases.

7 Project Professional Indemnity Insurance Summary

7.1 Cover Provided

Professional Indemnity

- a) In respect of damages, which the Insured shall become legally liable, to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

7.2 The Insured

7.2.1 As Employer and Named Insured:

Transnet (SOC) Limited and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

7.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

7.2.3 Sub-Contractors:

All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

7.2.4 to the extent required by any contract or agreement;

All project managers; architects; land surveyors; quantity surveyors; engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities

all for their respective rights and interests

7.3 Jurisdiction

Worldwide excluding North America

7.4 Insured Contracts

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

7.5 Policy Retroactive Dates

- 1 July 1995 Transnet Limited
- 16 January 2006 HMG Joint Venture
- 1 April 2008 Limit of Indemnity R200 000 000 per occurrence but R400 000 000 in the aggregate
- 1 April 2010 Deductible R1 000 000 (R300 000 prior to 1 April 2010)
- 1 April 2014 Deductible R2 000 000

7.6 Limit of Indemnity

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

7.7 Policy Extension

Limits of Indemnity

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance
Defamation	*R5,000,000 in the aggregate during the policy period of insurance
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

7.8 Deductibles

7.8.1 The deductibles are noted as follows:

R5,000,000 each and every claim but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defense Costs, Defamation and Infringement of Copyright.

7.9 Policy Special Conditions

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

7.10 Policy Main Exclusions

- 7.10.1 Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- 7.10.2 Excludes Supervision.
- 7.10.3 Excludes liability arising out of environmental impairment / pollution
- 7.10.4 Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 7.10.5 Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks
- 7.10.6 Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- 7.10.7 Excludes liability from the hazardous nature of asbestos.
- 7.10.8 Excludes medical malpractice.
- 7.10.9 Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- 7.10.10 Excludes failure to meet completion dates
- 7.10.11 Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- 7.10.12 Excludes incorrect authorisation of payment.
- 7.10.13 Excludes breach of any statutory regulation.
- 7.10.14 Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- 7.10.15 Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- 7.10.16 Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions act
- 7.10.17 Sanctions Exclusion
- 7.10.18 Covid 19 and infectious diseases.

Annexure 1 – Incident Advice Form

All incidents have to be reported within 10 days of occurrence

SEND A COPY OF THIS DOCUMENT TO THE INSURANCE DEPARTMENT WITHIN YOUR OD/ SPECIALIST UNIT.

Insurance claim advice form

Principled Controlled Insurance 2022-2023

DETAILS OF PROJECT / CONTRACT

Project number: _____

Project Name: _____

Site Physical Address: _____

Name and contact details of Project Manager: _____

Name and contact details of person who can be contacted in regards to this claim:

Main Contractor or Sub-Contractor: _____

Value of the Project / Contract at time of award: _____

Free issue material value (if not included in the value above): _____

Project / Contract Start Date: _____

Estimated End Date: _____

LOSS / DAMAGE OF PROPERTY CLAIMS (CONSTRUCTION WORK)

Date of Incident: _____

Description of loss or damage: _____

Possible cause of the loss / Party responsible for the loss: _____

Estimated value of the loss: _____

In the event of theft – Police case number and name of Police Station incident was reported to:

PUBLIC LIABILITY CLAIM (I.E. 3RD PARTY INVOLVED IN THE INCIDENT)

Describe the incident, which might lead to a public liability claim:

Estimated value of the claim: _____

Details of third party (list all possible details of third party i.e. name, contact details, company name etc.)

Attach the Following to this claim submission:

- 1 Cost breakdown of the estimated claim amount (even if it is only a guesstimate at reporting time)
- 2 Documentation supporting the claim e.g. photos, reports etc.

I/We warrant that the foregoing information provided is true and correct and that no information has been withheld in respect of the incident. I/We undertake to advise the Insurance office in writing in the event of any changes to supplied information and in the event of recovery of any part of the property forming the subject of this claim.

Signature _____ Name _____

Capacity: _____ Date _____

Claim form to be submitted to the Insurance Office of the relevant Operating Division or Specialist Unit.

Note:

Claim must be notified within 30 days of the incident. Attach additional pages if space provided is not sufficient.

Supply as much detailed information as possible during notification. If information is not available indicate such on the form.

INSURANCE ADMINISTRATION

Unique Claim Number: _____

TOMS: _____

Broker Claim Number: _____

Date Received from Project: _____

Date Submitted to Broker: _____

Loss Adjuster: _____

Agreement of Loss Date and Value: _____



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Fax : +27 (0) 86 632 3980

Email : info@sankofaib.co.za

Website : www.sankofaib.co.za

Post : Postnet Suite 221, Private Bag X51, Rivonia, 2128

1st Floor, Block E, Edenburg Terraces, 348 Rivonia Boulevard, Rivonia, 2128

To Whom It May Concern,**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
- (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000 R150,000 R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided : Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works;**

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

“Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and R150 000 Removal of Support.

Main Policy Exclusions :

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY



Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity: Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.



Policy Extension
Limits Of Indemnity:

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender

Chief Broking Officer