

---

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING  
MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN  
REQUIRED FOR A PERIOD OF 3 YEARS**

<b>RFP NUMBER</b>	<b>: TNPA/2022/04/0273/RFP</b>
<b>ISSUE DATE</b>	<b>: 04 JULY 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 15 JULY 2022</b>
<b>CLOSING DATE</b>	<b>: 29 JULY 2022</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

---

## Contents

Number	Heading
--------	---------

### 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)  |

#### Part C2: Pricing Data

- |      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Price List           |

#### Part C3: Scope of Work

- |      |                     |
|------|---------------------|
| C3.1 | Service Information |
|------|---------------------|

#### Part C4: Affected Property

- |      |                   |
|------|-------------------|
| C4.1 | Affected Property |
|------|-------------------|



## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>MAINTENANCE AND REPAIRS OF PORT OF CAPE TOWN BUILDINGS INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at the Procurement Boardroom, HR &amp; Procurement Building, 34 South Arm Road, Port of Cape Town, V&amp;A Waterfront <b>on the 15<sup>th</sup> of July 2022, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

	<p><b>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.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on Friday 29 July 2022</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></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 T2.2-18], [**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](mailto:Transnet@tip-offs.com)**

## T1.2 TENDER DATA

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

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

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

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

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



	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Nonceba Magazi-Qelile
	Address:	34 South Arm Road, Port of Cape Town
	Tel No.	021 449 2424
	E – mail	nonceba.magazi-qelile@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

***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 2
- b) Only EME's or QSE's are eligible to submit a tender offer.

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to the CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
- Enter the Procurement reference number (TNPA/2022/04/0273/RFP.), and
- Click on "Run Search".

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

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

### **3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

**Tenderers must properly complete, duly sign and submit returnable schedule T2.2-02**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

100% for Fasteners (bolts and nuts)

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-... (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;  
[http://www.the.dti.gov.za/industrial\\_development/ip.jsp](http://www.the.dti.gov.za/industrial_development/ip.jsp)

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

### **4. Stage Four - Eligibility in terms of the Construction Industry Development Board:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3 EP** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

## 5. Stage Five - 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 **70** points.

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

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: **12:00pm** on **29 July 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 **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

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

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

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

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

### Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-04 Quality Management</b>	Maintenance specific project Quality plan	20	<b>20</b>
<b>T2.2-05 Management &amp; CVs of Key persons</b>	Sufficient knowledge, experience and qualifications	30	<b>30</b>
<b>T2.2-06 Health and Safety Management</b>	Project specific Health and Safety plan	25	<b>25</b>
<b>T2.2-07 Previous Experience</b>	Previous relevant experience	25	<b>25</b>
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-04 Quality Management
- T2.2-05 Project Organogram, & CVs of Key Persons
- T2.2-06 Health and Safety Management
- T2.2-07 Previous Experience

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. (See CIDB Inform Practice Note #9).

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

---

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

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 BBBEE 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

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting  
**Stage Two as per PPPFA: Pre-qualification Criteria Schedule** – B-BBEE level 2, EME or QSE
- T2.2-02 **Stage Three as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)
- T2.2-03 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration with **3 EP** grading

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

- T2.2-04 **Evaluation Schedule:** Quality Management
- T2.2-05 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-06 **Evaluation Schedule:** Health and Safety Management
- T2.2-07 **Evaluation Schedule:** Previous experience

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-14 Health and Safety Questionnaire

#### Agreement and Commitment by Tenderer:

- T2.2-15: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document





T2.2-20 Service Provider Integrity Pact

T2.2-21 Supplier Code of Conduct

T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (POPIA)

#### **2.1.4 Bonds/Guarantees/Financial/Insurance:**

T2.2-23 Insurance provided by the Contractor

#### **2.1.5 Transnet Vendor Registration Form:**

T2.2-24 Transnet Vendor Registration Form

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

### **2.3 C1.2 Contract Data**

### **2.4 C2.1 Pricing Instructions Price List**

### **2.5 C2.2 Price List**

### **2.6 C3 Scope of Service**

### **2.7 C4 Affected Property**

## 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:	Procurement Boardroom, HR and Procurement Building, 34 South Arm Road, Port of Cape Town	
On (date)	15 July 2022	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

## ANNEXURE B

## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.**

- 1.7. A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

DESCRIPTION OF THE WORKS: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Fasteners (bolts and nuts)	100%

3. Does any portion of the services, works or goods offered have any imported content?  
( ***Tick applicable box*** )

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. TNPA/2022/04/0273/RFP**

**ISSUED BY:** TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content	100%
Local content %, as calculated in terms of SATS 1286:2011	

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3 EP** class of construction works, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

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

## T2.2-04: Evaluation Schedule: Quality Management

### Note to tenderers:

Due consideration must be given to the deliverables required to execute and complete the contract as per the quality management standard, and should include but not be limited to:

- Maintenance specific quality plan for the contract
- List of procedures and method statement to be used during the contract
- CV and qualifications experience of the quality manager and quality officers
- Valid ISO 9001 certification
- Maintenance specific quality control plan(for each task)
- Maintenance specific quality data book index.

There must be a clear link to the communication plan, organisational structure, systems and methodology for executing such services.

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

Attached submissions to this schedule:
.....
.....
.....
.....
.....

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
<b>No Response - No Information provided, i.e. No Programme submitted.</b>	<b>Project Quality Plan for the contract</b> PQP is too general with not project specifics	<b>Project Quality Plan for the contract</b> PQP is project specific but inadequate to cover project scope	<b>Project Quality Plan for the contract</b> PQP shows adequate understanding of project quality requirements	<b>Project Quality Plan for the contract</b> PQP shows above average understanding of the project quality requirements	<b>Project Quality Plan for the contract</b> PQP covers all and above the project quality requirements of the project scope
	<b>Valid ISO 9001 certificate</b> N/A	<b>Valid ISO 9001 certificate</b> N/A	<b>Valid ISO 9001 certificate</b> ISO 9001 certificate has expired	<b>Valid ISO 9001 certificate</b> N/A	<b>Valid ISO 9001 certificate</b> ISO 9001 certificate is valid / ISO 9001 acknowledgment letter for certification.
	<b>Index or list of quality and procedures (method statements) to be used</b> Index / list of procedures and method statement is not project specific	<b>Index or list of quality and procedures (method statements) to be used</b> Index / list of procedures and method statements is project specific but inadequate to cover the project scope	<b>Index or list of quality and procedures (method statements) to be used</b> Index / list of procedures and method statements shows adequate understanding of project quality requirements	<b>Index or list of quality and procedures (method statements) to be used</b> Index / list of procedures and method statements shows above average understanding of the project quality requirements	<b>Index or list of quality and procedures (method statements) to be used</b> Index / list of procedures and method statements covers all and above the project quality requirements
	<b>CVs, qualifications and experience of quality Manager</b> CV with no quality relevant qualifications and less than 2 years quality experience	<b>CVs, qualifications and experience of quality Manager</b> CV with less than 2-3 years quality experience and quality qualifications	<b>CVs, qualifications and experience of quality Manager</b> CV with 3-5 years project related quality experience with quality qualifications	<b>CVs, qualifications and experience of quality personnel on site</b> CV with 5-6 years project related quality experience with quality qualifications	<b>CVs, qualifications and experience of quality Manager</b> CV with more than 7 years project related quality experience with quality qualifications
	<b>Project specific Quality Control Plan</b> QCPs are not project specific	<b>Project specific Quality Control Plan</b> QCPs are project specific but inadequate to cover project scope	<b>Project specific Quality Control Plan</b> QCP's shows adequate understanding of project quality requirements	<b>Project specific Quality Control Plan</b> QCP's shows above average understanding of the project quality requirements	<b>Project specific Quality Control Plan</b> QCP's covers all and above the project quality requirements of the project scope



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

### Note to tenderers:

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. A project specific organogram is required to be submitted as part of this returnable schedule, clearly showing the resources that will be provided by the contractor to execute the works. The organogram is to include the names of the personnel, and the attached CV's will be used in evaluation.

Submit the following documents as a minimum with your tender documentation;

1. An organisational chart showing on-site and offsite management
2. Comprehensive CV's should be attached to this schedule as a minimum each CV should address the following, but not limited to;
  - i. Personal particulars
    - a. Name
    - b. Place (s) of tertiary education and dates associated therewith
    - c. Professional Registration/ Department of Labour
  - ii. Qualifications
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
  - v. Outline of recent assignments / experience that has a **bearing on the Scope of Works**
3. Details of the experience of the staff who will be working on the works with respect to:
  - Working with NEC 3 Engineering and construction contract option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, copies of relevant training/qualifications to be provided.
4. Key personnel for the first phase of the project (FEL3) shall include at least ,amongst others:
  - a) Electrical Engineer**
    - Electrical engineer should have a minimum Pr.Eng/Pr.Tech (ECSA) in Electrical engineering and more than 5 years in an extensive experience in Medium voltage (11KV) substation switchgear and protection systems maintenance and commissioning.
  - b) Electrical supervisor (electrical MV/LV)**
    - Electrical supervisor must have a minimum of NTC 4 Trade certificate in electrical engineering with at least 5 years' experience in electrical MV/LV projects
  - c) Installation electrician**
    - Installation Electrician must have a minimum of 5 years in medium voltage (MV) and Low Voltage (LV) installations and must be registered with the department of Labour

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

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
Failed to provide information. No response.	Organogram missing more than 3 key resources	Organogram missing 2 of the key resources	Organogram missing any 1 of the identified key resources	Full organogram with Incomplete CV's and certification	Full organogram with complete set of CV's and certification
	Key staff has no experience of issues pertinent to this project. •Electrical engineer : <3 years' relevant experience and not professional registered (PR)	Key staff has limited experience of issues pertinent to this project. •Electrical engineer : <4 years' relevant experience and professional registered (PR)	Key staff has reasonable knowledge of issues pertinent to this project. •Electrical engineer : <5 years' relevant experience and professional registered (PR)	Key staff has broad knowledge of issues pertinent to this project. •Electrical engineer : <7 years' relevant experience and professional registered (PR)	Key staff has exceptional knowledge of issues pertinent to this project. •Electrical engineer : <10 years' relevant experience and professional registered (PR)
	Key staff has no experience of issues pertinent to this project. • Electrical supervisor : < 2 years' experience	Key staff has limited experience of issues pertinent to this project. • Electrical supervisor : >2< 3 years' experience	Key staff has reasonable knowledge of issues pertinent to this project. • Electrical supervisor : >3< 4 years' experience	Key staff has broad knowledge of issues pertinent to this project. • Electrical supervisor : >4< 5 years' experience	Key staff has exceptional knowledge of issues pertinent to this project. • Electrical supervisor : < 5 years' experience
	Key staff has no experience of issues pertinent to this project. •Installation electrician : <2 years' experience	Key staff has limited experience of issues pertinent to this project. • Installation electrician : > 2 < 4 years' experience	Key staff has reasonable knowledge of issues pertinent to this project. • Installation electrician : > 4 < 7 years' experience	Key staff has broad knowledge of issues pertinent to this project. • Installation electrician : > 7 < 10 years' experience	Key staff has exceptional knowledge of issues pertinent to this project. • Installation electrician : < 10 years' experience



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

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

Signed

Date

Name

Position

Tenderer

## **T2.2.06 Evaluation Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

- The Tenderer must provide their Contract specific health and safety plan addressing the requirements of TNPA health and safety specification and include the following documents:
- Valid letter of good standing with insurance body
- Company Health and Safety Policy is signed and dated
- Roles and responsibilities of legal appointees, including but not limited to Safety Officer with proof of CV and registration with SACPCMP
- Overview of Risk Assessment process with project specific examples
- Project specific Health and Safety Plan in line with Project Specification Should include but is not limited to:
  - Six months synopsis of SHE incidents, description, type and action taken
  - Emergency preparedness and response procedures
  - Health and Safety challenges envisaged for this project and how they will be addressed and overcome.

### **Attached submissions to this schedule:**

.....

.....

.....

.....

.....

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

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
	Letter of good standing expired	Valid letter of Good standing (100)			
	Company Health and Safety Policy submitted but not signed	Company Health and Safety Policy submitted and signed but is less than acceptable standard.	Company Health and Safety Policy submitted, signed and of acceptable standard.	Company Health and Safety Policy submitted, signed and of above acceptable standard.	Company Health and Safety Policy submitted, signed and excellent standard.
	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TGC health and safety specification.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TGC health and safety specification.	Satisfactory response on roles and responsibilities as per Employer's requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TGC health and safety specification.	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TGC Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.
	Risk Assessment information supplied is totally inadequate to achieve the required standard of service.	Risk Assessment lacks sufficient content, medium risk that stated <i>employer's</i> requirements will not be met and is not in line with OHS.	Satisfactory response and solution to the Risk Assessment requirements, evidence given that the stated <i>Employer's</i> requirements will be met.	Good Risk Assessment which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. While complying with OHS Act and TNPA health and safety specification.	Risk Assessment ensure compliance as per requirements of OHS Act and TNPA Health and Safety & gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.
	Health and Safety Plan supplied is totally inadequate to achieve the required standard of service.	Health and Safety Plan is generic and lacks convincing evidence that the stated <i>employer's</i> requirements will be met.	Health and Safety Plan is a satisfactory response to the requirement. It is project specific but lacks certain areas, however the <i>Employer's</i> minimum requirements will be met.	Health and Safety Plan is a good response which is project specific and demonstrates real understanding and ability to meet the stated <i>Employer's</i> requirements While complying with OHS Act and TNPA health and safety	Health and Safety Plan is a very good response which is project specific and instils real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements and/or exceed it. While complying with OHS Act and TNPA health and safety

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE WORKS: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

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

Signed

Date

Name

Position

Tenderer

## T2.2-07: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their previous experience in the delivery of similar projects, conditions and circumstances in relation to the scope of the work in previous years and to this end shall supply a sufficiently detailed reference list with contact details of existing customers.

### **Please provide your previous experience showing but not limited to the following:**

- **Substation inspections and Condition assessment:** LV/MV switchgear inspections and condition assessment, Protection equipment inspection and testing, oil sample testing.
- **Medium voltage and low voltage switchgear maintenance:** medium voltage (12KV) voltage cables, OCB, GCB and VCB maintenance experience, 11/0.4 KV transformers and associated auxiliary circuitry maintenance.
- **Substation protection testing and verification:** 1<sup>st</sup> to 4<sup>th</sup> generation protection relays testing, commissioning and maintenance.
- A list of past / current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

**The information should as a minimum contain be as per example below:**

	<b>Project Name</b>	<b>Project Description</b>	<b>Contact Duration</b>	<b>Contract Value</b>	<b>Client Name</b>	<b>Contact Details (cell, tel, email etc)</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						

<b>Score 0</b>	<p>The Tenderer failed to address the question / issue. Has not submitted the required information. Previous experience does not relate to the scope of works.</p> <p>Tenderer has only ONE project to demonstrate as previous experience.</p> <p>Has not provided a list to substantiate experience indicated (Client name and contact details, project description, duration and contract value)</p>
<b>Score 20</b>	<p>The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories.</p> <p>Tenderers generally have experience in TWO (2) project relating to the scope of works.</p> <p>The tenderer has limited evidence of previous experience.</p>
<b>Score 40</b>	<p>The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in THREE (3) projects relating to scope of <i>works</i>.</p>
<b>Score 60</b>	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in FOUR (4) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i>.</p>
<b>Score 80</b>	<p>The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in FIVE (5) projects relating to the scope of <i>works</i>. The tenderer has extensive previous experience in relation to the <i>works</i>.</p>
<b>Score 100</b>	<p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in <b>more</b> than five (5) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.</p>



## T2.2-08: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

---

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/04/0273/RFP  
DESCRIPTION OF THE SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

## T2.2-09: 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		

## **T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

Name of Company/Members of Joint Venture:

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

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

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

Tenderer .....

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

[illegible]

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

## T2.2-12: Availability of Equipment and Other Resources

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

[illegible]



## T2.2-13 Proposed Sub-Contractors:

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Sub-contractor	Proposed Sub-contractor National Treasury Central Supplier Database Registration Number Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					

## T2.2-14: Health and Safety Questionnaire

### Health, Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>													
1A. Injury Experience / Historical Performance - Alberta													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician												
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties												
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day												
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years injury and illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>2. CITATIONS</b>													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												

### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

### 4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

<b>5B. Do you have a program for training newly hired or promoted supervisors?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

\_\_\_\_\_

\_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

## **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.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

Signed		Date	
Name	_____	Position	_____
Enterprise name	_____		

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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)
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

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



## 2. DEFINITIONS

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### 4. 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

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

	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

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

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

[illegible]

## 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 interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

- 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 Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 0 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## T2.2-17: 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 T2.2-20 "Service Provider Integrity Pact".

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

## IMPORTANT NOTICE TO TENDERERS

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

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



## T2.2-18: 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

## **T2.2-19 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

## **T2.2-20 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

a) Human Rights

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

b) Labour

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



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

c) Environment

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

d) Anti-Corruption

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

## 4 INDEPENDENT TENDERING

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

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

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

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

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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

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

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

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

---

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

Signature .....

Date .....



## T2.2-21 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

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

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

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

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

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

### ***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

YES	
-----	--

NO	
----	--

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Operator)

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

**AS WITNESSES:**

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

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

## T2.2-23: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

## T2.2-24 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?				Yes		No	
If <b>YES</b> state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

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

Does your company have a valid proof of B-BBEE status?	Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

Majority Race of Ownership							
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

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

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

Supplier Development Information Required	
<p><b>EMPOWERING SUPPLIER</b></p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>

<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/>  *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths

## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>



<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	--

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

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

3. I hereby declare under Oath that:

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

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

Signature & stamp

## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF WORKS: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## 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:

#### **MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS**

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

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

The offered total of the Prices exclusive of VAT is	<b>NOT APPLICABLE</b>
Value Added Tax @ 15% is	<b>NOT APPLICABLE</b>
The offered total of the Prices inclusive of VAT is	<b>NOT APPLICABLE</b>
(in words) <b>NOT APPLICABLE</b>	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF WORKS: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## 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**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date





TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF WORKS: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority</b> <b>34 South Arm Road</b> <b>Port of Cape Town</b> <b>Waterfront</b> <b>8001</b>
	Tel No.	<b>021 449 2424</b>

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

10.1	The <i>Service Manager</i> is (name):	<b>Ghaalib Dawood</b>
	Address	<b>Electrical Department Duncan Road Port of Cape Town</b>
	Tel	<b>021 449 5260</b>
	e-mail	<b>Ghaalib.dawood@transnet.net</b>
11.2(2)	The Affected Property is	<b>POCT Electrical Infrastructure</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of medium voltage switchgear, transformers, ring main units and mini substations in the POCT as and when required for a period of 3 years</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No additional data is required for this section of the condition of contract</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>3 (three) years</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>

TRANSNET NATIONAL PORTS AUTHORITY  
CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	No additional data is required for this section of the condition of contract
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>
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:	<b>The total of the prices.</b>
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:	<b>The total of the prices.</b>
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:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Cape Town</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>C3</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>Z</b>	<b>Additional conditions of contract</b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
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"> <li>commenced business rescue proceedings (R22)</li> <li>repudiated this Contract (R23)</li> </ul>
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."

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

**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"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
------	---

---

**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>
------	---

---

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	.....% .....%
11.2(14)	The following matters will be included in the Risk Register	<b>T2.2-11</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>C3</b>
21.1	The plan identified in the Contract Data is contained in:	<b>C3</b>
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

.....

**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	C2



## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	11

## 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/milestone 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/milestone 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

### Schedule of Bill of Quantities and Rates (BILL Section 1)

#### 1. Preliminary and General

##### BOQ Section 1

Item	Description	Unit	Qty	Amount
1.1	<ul style="list-style-type: none"> <li>Site Establishment</li> <li>Other</li> </ul>	Sum	1	

#### 2. Preventative Maintenance Activity Bills- **11kV Switchboard**

*As per clause 2.3.1(planned/preventative maintenance) Specific Work Instruction for Electrical Panel – 11kV Switch Board of PART C3: SCOPE OF WORK*

##### BOQ Section 2

Item	Description	Unit	Qty	Rate
2.1	<b>Inspection, Testing and Service of 11 kV Switch Board:</b>			
2.1.1	ABB VD4	Sum	1	
2.1.2	GEC- ACO - 1 / 4 / 800A	Sum	1	
2.1.3	Reyrolle LMR/X1/QM	Sum	1	
2.1.4	Reyrolle LMS/X2/QMRO	Sum	1	
2.1.5	Reyrolle VD4-LMT	Sum	1	
2.1.6	Siemens-3AE1624-1	Sum	1	

2.2	<b>Inspection, Testing and Service of 11 kV Switch Board (in HAZ Zone 1) &amp; Provide Certificate of Compliance:</b>			
2.2.1	ABB HD4/W/17.12.32	Sum	1	
2.2.2	Reyrolle LMX/X2/QMRO	Sum	1	
2.3	<b>Inspection, Testing and Service of PFC room:</b>			
2.3.1	Travida (range)	Sum	1	

### 3. Preventative Maintenance Activity Bills- **Power Transformers**

*As per clause 2.3.1(planned/preventative maintenance)* Specific Work Instruction for Electrical – Oil Filled Transformers *of PART C3: SCOPE OF WORK*

#### **BOQ Section 3**

Item	Description	Unit	Qty	Rate
3.1.	<b>Inspection, testing, service and provide oil sample report as per scope</b>			
3.1.1	ACTOM (2015) 800 kVA	Sum	1	
3.1.2	ACTOM (2015) 1000 kVA	Sum	1	
3.1.3	ASSOCIATED TRANSFORMER (2007) 750 kVA	Sum	1	
3.1.4	DESTA (1974) 500 kVA	Sum	1	
3.1.5	ECC (1962) 400 kVA	Sum	1	
3.1.6	ENGLISH ELECTRIC 400 kVA	Sum	1	
3.1.7	ENGLISH ELECTRICAL (1971) 500 kVA	Sum	1	
3.1.8	GEC 500 kVA	Sum	1	
3.1.9	GEC 750 kVA	Sum	1	
3.1.10	GEC 950 kVA	Sum	1	

3.1.11	GEC (1976) 1250 kVA	Sum	1	
3.1.12	GEC (1977) 800 kVA	Sum	1	
3.1.13	GEC (1977) 1250 kVA	Sum	1	
3.1.14	HAWKER SIDDELEY (1981) 1250 kVA	Sum	1	
3.1.15	JOHNSON AND PHILIPS 400 kVA	Sum	1	
3.1.16	POWER ENGINEERS (1970) 500kVA	Sum	1	
3.1.17	POWER ENGINEERS (1999) 1250 kVA	Sum	1	
3.1.18	POWER TRF (2000) 1000 kVA	Sum	1	
3.1.19	POWER TRF (2000) 1250 kVA	Sum	1	
3.1.20	POWER TRF 2007 1000kVA	Sum	1	
3.1.21	SOUTH WALES (1967) 750 kVA	Sum	1	
3.1.22	ZEST WEG (2021) 500kVA	Sum	1	
3.1.23	ZEST WEG (2021) 800kVA	Sum	1	
3.1.24	Sealed Unit Transformer 400 kVA (Service Provider to supply and install sample tap)	Sum	1	
3.2	<b>Oil servicing and replacement</b>			
3.2.1	Filter and Regen oil	litre	1	
3.2.2	Replace oil (with new)	litre	1	

4. Preventative Maintenance Activity Bills- **Miniature substations**

*As per clause 2.3.1(planned/preventative maintenance)* Specific work instructions for electrical -  
 Mini substation oil filled transformers & Specific work instructions for mini substations - LV  
 Compartment of **PART C3: SCOPE OF WORK**

**BOQ Section 4**

Item	Description	Unit	Qty	Rate
4.1	<b>Inspection, testing and service of Mini substation oil filled transformers</b>			
4.1.1	200 kVA Mini substation	Sum	1	
4.1.2	500 kVA Mini substation	Sum	1	
4.1.3	800 kVA Mini substation	Sum	1	
4.1.4	1000 kVA Mini substation	Sum	1	
4.2	<b>Inspection, testing and service of Mini substation LV Compartment</b>			
4.2.1	200 kVA Mini substation	Sum	1	
4.2.2	500 kVA Mini substation	Sum	1	
4.2.3	800 kVA Mini substation	Sum	1	
4.2.4	1000 kVA Mini substation	Sum	1	

5. Preventative Maintenance Activity Bills- **PFC unit**

*As per clause 2.3.1(planned/preventative maintenance)* Specific Work Instruction for electrical-Power Factor Correction equipment (Inc.PLC) of **PART C3: SCOPE OF WORK**

**BOQ Section 5**

Item	Description	Unit	Qty	Amount
5.1	<b>PFC Equipment A 13 000 KVAR</b>			
5.1.1	Inspection, testing and maintenance	Sum	1	
5.2	<b>PFC Equipment B 12 000 KVAR</b>			
5.2.1	Inspection, testing and maintenance	Sum	1	
5.2.2	Service, testing and backup PLC	Sum	1	

6. Preventative Maintenance Activity Bills – **Infra-red scanning of LV switchgear panels**

**BOQ Section 6**

Item	Description	Unit	Qty	Amount
6.1	<b>Remove rear and front panelling-Inspection (scan) and provide full report</b>			
6.1.1	400V LV Switchgear Panel	Sum	1	
6.1.2	400V LV Switchgear Panel (In HAZ Zone 1)	Sum	1	
6.1.3	400V LV MCC Panel	Sum	1	
6.1.4	Quay Side Plinth Boxes	Sum	1	
6.1.5	Sewer Control Panels	Sum	1	
6.1.6	Building Distribution Board Panel	Sum	1	

7. Preventative Maintenance Activity Bills – **SCADA, PLC, Protection Relays reports and backup**

**BOQ Section 7**

Item	Description	Unit	Qty	Amount
7.1	<b>Protection Relays</b>			
7.1.1	Provide full report on all protection relays	Sum	1	
7.1.2	REF relays- download and provide backup	Sum	1	
7.1.3	Arc Protection Relays- download and provide backup	Sum	1	
7.2	Provide diagnostics report as per MicroSCADA alarms and provide full backup of server as well as MicroSCADA	Sum	1	
7.3	Provide licensed software and backup of PFC PLC controller	Sum	1	
7.4	Repair front end (COM500) machines	Sum	1	

8. Preventative Maintenance Activity Bills – **Earthing**

*As per clause 2.3.1(planned/preventative maintenance) Specific Work Instruction for Substation and Mini substations – Earthing of PART C3: SCOPE OF WORK*

**BOQ Section 8**

Item	Description	Unit	Qty	Amount
8.1	<b>Inspection and Testing of Earthing</b>			
8.1.1	Inspection and Testing of Earthing for Substation (inclusive of report)	Sum	1	
8.1.2	Inspection and Testing of Earthing for Mini substation (inclusive of report)	Sum	1	
8.2	<b>Repair and/or replacement</b>			
8.2.1	Copper Rods	meter	1	
8.2.2	Copper Bar	meter	1	
8.2.3	Copper Bond	Sum	1	
8.2.4	Installation Labour	Sum	1	



9. Preventative Maintenance Activity Bills – **Ring Main Unit**

*As per clause 2.3.1(planned/preventative maintenance) Specific Work Instruction for Electrical  
 – Ring Main Unit of PART C3: SCOPE OF WORK*

**BOQ Section 9**

Item	Description	Unit	Qty	Amount
9.1	<b>Inspection, Testing and Service of Ring Main Unit</b>			
9.1.1	Inspection, Testing and Service of MV Ring Main Unit (SF6 & VCB) as per C3 Scope of Works	Sum	1	

10. Preventative Maintenance Activity Bills – **Ring Main Unit (Oil Filled)**

*As per clause 2.3.1(planned/preventative maintenance) Specific Work Instruction for Electrical  
 – Ring Main Unit (oil filled) of PART C3: SCOPE OF WORK*

**BOQ Section 10**

Item	Description	Unit	Qty	Amount
10.1	<b>Inspection, Testing and Service of Ring Main Unit</b>			
10.1.1	Inspection, Testing and Service of MV Ring Main Unit (Oil Filled) as per C3 Scope of Works	Sum	1	

11. Preventative Maintenance Activity Bills – **Insulation oil testing**

*As per clause 2.3.1(planned/preventative maintenance) Specific Work Instruction for  
 Insulation Oil Testing of PART C3: SCOPE OF WORK*

**BOQ Section 11**

Item	Description	Unit	Qty	Amount
11.1	<b>Inspection and Testing of Insulation Oil</b>			
11.1.1	Perform inspection and testing on oil sample as described in C3 Scope of Works	Sum	1	

#### Ad Hoc Work

- It is noted that the required labour resources and skills for this contract is not prescribed in detail and will not be measurable in calculating the monthly contract fee.
- The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes.
- Only in the event where TNPA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.

#### Labour: Ad Hoc Work – (BILL B)

#### BOQ Section 12

Item	Description	Unit	Qty	Standard Hours Rate	After Hours/ Weekends /Public holidays Rate
12.1	Engineer	hour	1		
12.2	Technician/Electrician	hour	1		
12.3	Electrician's assistant	hour	1		
12.4	Semi-skilled labourer / Cleaner	hour	1		
12.5	Site supervisor	hour	1		
12.6	Master Electrician	hour	1		
12.7	Travelling	km	1		

Note: Call outs are not chargeable during hours engineer/technician/artisan/assistants are on site (07:00 – 16:00)

## BOQ Section 13

### Spares to be kept

Item	Description	Unit	Qty	Rate
13.1	<b>Service Kits</b>			
13.1.1	Transformer Kit	Sum	1	
13.1.2	Miniature Substation Kit	Sum	1	
13.2	<b>Spare Oil</b>			
13.2.1	Insulating oil	litre	1	
13.2.2	Transformer oil regeneration	litre	1	
13.3	<b>Spring Charging Motors</b>			
13.3.1	Replacement for OCB	Sum	1	
13.3.2	Replacement for GCB	Sum	1	
13.3.3	Replacement for VCB	Sum	1	
13.4	<b>Trip Coils</b>			
13.4.1	Replacement for OCB	Sum	1	
13.4.2	Replacement for GCB	Sum	1	
13.4.3	Replacement for VCB	Sum	1	
13.5	<b>Contactors</b>			
13.5.1	Replacement for OCB	Sum	1	
13.5.2	Replacement for GCB	Sum	1	
13.5.3	Replacement for VCB	Sum	1	

13.6	<b>Auxiliary Switches</b>			
13.6.1	Replacement for OCB	Sum	1	
13.6.2	Replacement for GCB	Sum	1	
13.6.3	Replacement for VCB	Sum	1	
13.7	<b>Spare Relays</b>			
13.7.1	Solkor	Sum	1	
13.7.2	REF 541	Sum	1	
13.7.3	REF 543	Sum	1	
13.7.4	REF 615	Sum	1	
13.7.5	Micom	Sum	1	
13.7.6	RLC	Sum	1	
13.8	<b>Panel Spares</b>			
13.8.1	Door interlock mechanism	Sum	1	
13.8.2	Panel Switch	Sum	1	
13.8.3	Push Button	Sum	1	
13.8.4	Limit Switch	Sum	1	
13.8.5	Indicating Lamp	Sum	1	
13.9	<b>Wear &amp; Tear Spares</b>			
13.9.1	Sealing Strip	Sum	1	
13.9.2	Terminal Block	Sum	1	
13.9.3	Gasket	Sum	1	
13.9.4	Bolt & Nut	Sum	1	
13.9.5	Lug	Sum	1	

14	<b>Escalation</b>	%
14.1	Year 2	
14.2	Year 3	

### **Commissioning**

Service provider will align and follow 'Transnet Electrical Safety Instruction 2019'. TNPA will provide authorised person during the period of the service and maintenance schedule above.

## Annex C

MANDATORY RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

### Local Content Declaration - Summary Schedule

(C1) **Tender No.** TNPA/2022/04/0273/RFP

(C2) **Tender description:** MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATION IN THE POCT AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

(C3) **Designated product(s)** Fasteners (bolts & nuts)

(C4) **Tender Authority:** Transnet National Ports Authority

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula  EU  GBP

(C7) **Specified local content %** 100%

**Note:** VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
13.9.4	Bolts and nuts						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Annex D

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN &amp; DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE &amp; DISQUALIFIED

## Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TNPA/2022/04/0273/RFP	<div>Note: VAT to be excluded from all calculations</div>	
(D2)	Tender description:	MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATION IN THE POCT AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS		
(D3)	Designated Products:	Fasteners (bolts & nuts)		
(D4)	Tender Authority:	Transnet National Ports Authority		
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula	EU R 9,00	GBP R 12,00

## A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

## C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

## D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

## Annex E

### ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	TNPA/2022/04/0273/RFP	<b>Note:</b> VAT to be excluded from all calculations
(E2)	<b>Tender description:</b>	MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATION IN THE POCT AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS	
(E3)	<b>Designated products:</b>	Fasteners (bolts & nuts)	
(E4)	<b>Tender Authority:</b>	Transnet National Ports Authority	
(E5)	<b>Tendering Entity name:</b>		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

## PART 3: SCOPE OF SERVICE

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's service Information</i>	30
	Total number of pages	31

## C3.1: SERVICE INFORMATION

### Contents

<b>Part 3: SCOPE OF SERVICE .....</b>	<b>1</b>
<b>C3.1: SERVICE INFORMATION.....</b>	<b>2</b>
<b>Overview of the services.....</b>	<b>3</b>
Executive overview .....	3
<b>Specifications of the goods and services.....</b>	<b>3</b>
Specifications of services.....	3
Procedure for submission and acceptance of Supplier's design .....	6
Specification of the services to be provided.....	7
<b>3.1. Constraints on how the Supplier Provides the Goods and Services .....</b>	<b>15</b>
3.1.1. Services & other things to be provided by the Purchaser or Supplier.....	17
3.1.2. Management meetings .....	18
3.1.3. Documentation control.....	18
3.1.4. Health and safety risk management .....	19
3.1.5. Environmental constraints and management .....	20
3.1.6. Quality assurance requirements .....	21
3.1.7. Programming constraints.....	21
3.1.8. Invoicing and payment.....	21
3.1.9. List of Returnable Documents .....	22
3.1.10. Contractor liability .....	22
3.1.11. Industrial action by contractor employees .....	23
<b>C3.2 SERVICE Information .....</b>	<b>25</b>
<b>C3.3 Equipment Information.....</b>	<b>26</b>
A.1 -List of Equipment to Be Maintained-MV Breakers .....	26
A1.1 List of Equipment to Be Maintained-Power transformers .....	28
A1.3 List of Equipment to Be Maintained-MINI-SUBSTATIONS .....	30

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

## Overview of the *services*

### Executive overview

The objective is to maintain the serviceability of electrical distribution and reticulation infrastructure at the Port of Cape Town in a sustainable manner, following OEM and industry best practice and intervals, at the lowest operating and maintenance costs while ensuring compliance to OHS Act, relevant codes and Transnet Safety regulations.

This scope entails the maintenance and repair of electrical reticulation infrastructure at the Port of Cape Town for a period of 36 (thirty-six) months. This scope will cover, however not limited to equipment listed in Annexure A of this specification hereafter referred to as WORK. In brief, this maintenance shall involve servicing, repairs, and testing of electrical switchgear and transformers.

**Servicing** - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specification, Transnet “asset maintenance principles” (AMP), and applicable legal and design standards.

**Repairs** – responding to breakdowns, call-outs and restoring the equipment to safe working conditions in a timely manner.

**System Performance Test** – Testing equipment performance against the original equipment manufacturers and statutory requirements for compliance and return to service purposes. Testing is to include such tests as insulation, injection, partial discharge, infrared, mechanical, HV, ultrasound, dielectric, function, phase sequence, polarity, temperature rise, or whichever test is applicable and required to the class of equipment under consideration.

## Specifications of the *goods and services*

### Specifications of services

- 2.1.1. All WORK as described in this specification represents works on existing facilities that will be in operation during the course of the Contract and all necessary precautions are taken to ensure that normal port operations are not disrupted in any way. CONTRACTORS are thus required to note that access to the sites will be limited and dependent on operational constraints. CONTRACTORS will therefore be required to co-operate responsibly with operational staff, and to schedule their work programmes so as to achieve as early as completion of the project as possible.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- 2.1.2. CONTRACTORS are to note that WORK shutdown periods shall be scheduled according to Transnet Operational constraints and may fall over weekends/public holidays. Transnet will not be held responsible, in terms of cost, for any site delay that may arise from port operations enforced by Transnet national ports authority/Port terminals.
- 2.1.3. The CONTRACTOR shall supply adequate and competent labour, supervision, tools, equipment, services, testing devices for each and every item necessary to complete the WORK. Transnet reserves the right to terminate the contract at any point if it is found that the CONTRACTOR'S performance, supervision, tools, equipment, services, testing devices and material do not comply with specified requirements. The CONTRACTOR will only be allowed to claim for WORK completed to the specified acceptable standard.
- 2.1.4. CONTRACTORS are to note that the responsibility for the Selection, Design, Supply, Installation and Commissioning of all elements of Equipment, Hardware and Software as included in the TENDERERS offer shall remain with the CONTRACTOR. In this regard, the CONTRACTOR is required to satisfy himself that all elements of the Equipment, Hardware and Software as offered are capable of complying with all Specifications as included in the tender documents. Failure to meet specification shall render the successful CONTRACTOR liable to rectify the problem at no cost to Transnet.
- 2.1.5. Where specific makes of equipment, hardware and / or software have been listed in this specification and attached specifications as preferred, preference shall be given to CONTRACTORS offering such equipment.
- 2.1.6. The successful CONTRACTOR is to note that Transnet reserves the right to free-issue certain items of equipment, hardware or software. Free issuing of these items, once accepted by the CONTRACTOR, in no way diminishes the CONTRACTOR responsibilities as detailed in the contract documentation. The CONTRACTOR shall conduct quality checks as to familiarize himself with the working condition and cosmetic appearance of the free issue items. Acceptance of free-issued equipment by the CONTRACTOR shall include the following:
- a) Acceptance of responsibility in terms any damages or losses from date / time of handover until end of installation / commissioning phase.
  - b) Acceptance to be indicated in writing.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- 2.1.7. The successful CONTRACTOR is to note with regards to WORKS on site, that responsibility for the protection of all existing equipment and services shall rest solely with the CONTRACTOR. The CONTRACTOR shall be required to bear all cost which may arise as result of damage which may have been caused to equipment or services by the actions of the CONTRACTOR or his Subcontractors
- 2.1.8. The CONTRACTOR shall only utilize testing devices and measuring equipment that are certified and do carries a valid calibration certificate as issued by an approved calibration authority. Documentation reflecting the type, name and calibration certificate of the test equipment that will be utilized to complete the WORK, shall be submitted as part of the tender bid.
- 2.1.9. The CONTRACTOR shall adhere to the Transnet High Voltage Electrical Safety Instructions for the duration of this project. The CONTRACTOR shall be the “responsible person” in terms of the Occupational Health and Safety Act. The CONTRACTOR shall perform work under the direct supervision of the Transnet Authorised person. CONTRACTOR to note: This mentioned clause is applicable when the “responsible person” oversees switching procedures and placing of clearance barriers as performed by the Transnet personnel. The CONTRACTOR shall adhere to the procedures/instruction of the Transnet Electrical Safety Instructions, which are applicable to all Transnet substations.
- 2.1.10. The CONTRACTOR shall ensure that a responsible person is in charge of all the high voltage work and that such responsible person is present on the work site during the entire time work is in progress.
- 2.1.11. The CONTRACTOR shall submit the required Safety File for approval by Transnet Ports Authority, before any works can commence. The content of the Safety File is stipulated Should be as following:
- Valid letter of good standing with insurance body.
  - Roles and responsibilities of legal appointees.
  - Safety Officer Role and responsibility.
  - Safety, Health & Environmental Policies.
  - Overview of Tenderer’s SHE system for project.
  - Overview of RA process and examples.
  - List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Six months synopsis of SHE incidents, description, type and action taken.
- Overview of selection process of subcontractors.
- SHE challenges envisaged for the activity and how they will be addressed and overcome.
- Procedures concerning Hazard Identification and Risk Assessment (HIRA)
- Maintenance Safety Work Method Statement
- Details concerning the management of Personal protective equipment (PPE)

2.1.12. The CONTRACTOR and his personnel / sub-CONTRACTORS shall conduct the compulsory Transnet induction training, before commencement of the WORK.

2.1.13. The CONTRACTOR is required to note that this contract entails work on existing facilities that will be in operation during the course of the Contract and that all necessary precautions are to be taken to ensure that normal operation is not disrupted in any way. In this regard, all work required to be completed during shutdown periods will be required to be scheduled.

2.1.14. The CONTRACTOR shall provide a comprehensive maintenance plan and schedule which is to be approved by the Transnet National Ports Authority. The plan shall assist in ensuring that preventative, corrective and breakdown maintenance are performed as described in the maintenance manuals and specifications.

## **Procedure for submission and acceptance of Supplier's design**

2.2.1.1. The inspection, servicing, maintenance and testing of the equipment shall be supervised by Transnet National Ports Authority's Senior Electrical engineer (Electrical & Mechanical) or his authorised Technical Manager to establish payment.

2.2.1.2. The CONTRACTOR shall provide and maintain maintenance files for each installation for the duration of the contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and monthly reports shall be filed, together with information regarding repairs exceeding the CONTRACTOR's liability.

2.2.1.3. The CONTRACTOR shall take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet National Ports Authority, and all other persons from injury or damage during the progress of the work.

2.2.1.4. All equipment or items removed shall remain the property of Transnet National Ports Authority.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

## **Specification of the services to be provided**

### **2.3.1. Planned or Preventive maintenance**

- a) Fixed rates shall apply for all planned maintenance as per values agreed on the maintenance contract.
- b) The Contractor shall maintain, service and test Power Transformers, Mini-Substations and MV Switch Gear and accessories within the Port of Cape Town distribution network and attend to all callouts, repairs and ad hoc maintenance pertaining to operational failures of the same including MV cables and associated MV Accessories. The maintenance contract shall be divided into two part as follows:

#### **Specific Work Instruction for Electrical Panel – 11KV Switch Board**

Frequency: **Yearly**

- Inspect labels for legibility
- Verify all labels for correct identification
- Inspect panel for signs of rust or damage
- Inspect labels for looseness
- Clean bus bars
- Conduct thermo- graphic inspection of bus bar
- Test operation of protection circuits. Ensure that the protection circuit trip settings are correct
- Perform Functionality Test on the Arc Protection, Overcurrent and Earth Fault Protection, Differential Protection, Transformer Protection
- Test Earth-mat resistance and record the reading for each substation and mini-substations
- Perform Functionality Test on the Protection Current Transformers
- Diagnostics Testing (Ultrasonic Testing)
- Inspect fixed and moving contacts, arcing tips and turbulators.
- Dress contacts that are pitted if necessary.
- Inspect and maintain internal mechanism and links.
- Clean and refill the tank with regenerated oil (LMT Breakers), Top up with SF6-GAS. (Abb, Siemens, LMS & LMR Breakers). Conduct a manufacturer's SPEED CURVE test.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Replace worn and faulty parts. Issuing of test certificate and guaranteeing the quality of work done.
- Examine bushings and insulation for any damage or cracks, all bushings and insulation needs to be cleaned using suitable cleaning agents.
- Check that all mechanical components are operating freely and free from dust
- Ensure linkages are fastened and ready for operation without blockage
- Ensure that there is sufficient lubrication between mechanical components
- Ensure that all nameplates labels are visible
- Ensure all wiring diagrams are included in the electrical connection box
- The wear of the vacuum contained contacts shall be checked to ensure that they are above the minimum specified readings of the manufacturer.
- Infra-red scanning-Check external connections for tightness and signs of discoloration (indicating a hot joint) connections should be cleaned and remade where necessary.
- Check local and remote operation
- The following tests shall also be carried out:
  - Mechanical operation tests
  - Electrical sequence test (control & auxiliary circuit check)
  - Measurement of speed & time (no load operating characteristics)
  - Millivolt drop (contact resistance measurement)
  - Gas leakage tests on Gas Circuit Breakers (GCB)
  - Measurement of tripping & closing coil resistance and Current
  - Measurement of contact resistance
  - Partial discharge

#### Specific Work Instruction for Electrical – **Oil Filled Transformer**

Frequency: **Yearly**

- Inspect transformer for signs of metal fatigue or damage
- Inspect transformer for oil leaks
- Inspect transformer gaskets for signs of ageing
- Inspect oil reservoir for damage
- Inspect oil reservoir for leakage
- Inspect Buchholtz relay for damage
- Inspect temperature gauge for damage and functionality



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Inspect silica gel and replace if required
- Inspect name plate for damage and legibility
- Inspect insulators for cracks or damage
- Ensure the tap changer is locked in position
- Perform an oil sample test to check for contamination
- Use the Infra-Red Scanner to ascertain if there are any "Hot Spots" or "Loose Connections" (where possible) within the equipment and its connections; and take remedial, corrective action where necessary
- Functional test of protection warning and/or trip signal,
- Inspection of high voltage cable insulation,
- Inspection of earthing and its resistance
- Inspection for rust, corrosion or defective coating; cleaned and painted,
- Ensure that warning signs and safety devices are present and in correct positions scan the transformer with an infra-red tester to check for abnormal "Hot Spots" and repair as required.

Specific Work Instruction for electrical- **Power Factor Correction equipment (Inc.PLC)**

Frequency: **Yearly**

- Check internal and external temperatures (with an infrared scanner) and switch off system
- Clean and vacuum all internal and external parts including fan filters
- Remove contactor tops and inspect for contact wear, check capacitance of each capacitor.
- Check and adjust if necessary, all connections to contactors, capacitors, fuses and reactors.
- Re-energize system and check current (true RMS) and harmonics drawn by each capacitor step. Check voltage level and fuses.
- Ensure fans are extracting clean air
- During these tests a check list shall be filled and a report shall be written.
- A commissioning and test sheet should be attached
- Use the Infra-Red Scanner to ascertain if there are any "Hot Spots" or "Loose Connections" (where possible) within the equipment and its connections; and take remedial, corrective action where necessary.
- Backup your PLC programme before preventive maintenance
- Check the power and battery LED indicators that backs up the RAM memory in the CPU.
- Clear Dust and Check Venting

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Check connections to the I/O modules for tightness to ensure that all plugs, sockets, terminal strips, and module connections are making connections and that the module is installed securely.

Specific work instructions for electrical - **Mini substation oil filled transformers**

Frequency: **Yearly**

- Inspect transformer for signs of metal fatigue or damage
- Inspect transformer for oil leaks
- Inspect transformer gaskets for signs of ageing
- Inspect oil reservoir for damage
- Inspect oil reservoir for leakage
- Inspect Buchholz relay for damage
- Inspect temperature gauge for damage and functionality
- Inspect silica gel and replace if required
- Inspect name plate for damage and legibility
- Inspect insulators for cracks or damage
- Ensure the tap changer is locked in position
- Perform an oil sample test to check for contamination
- Use the Infra-Red Scanner to ascertain if there are any "Hot Spots" or "Loose Connections" (where practically possible) within the equipment and its connections; and take remedial, corrective action where necessary.

Specific work instructions for mini substations - **LV Compartment**

Frequency: **Yearly**

- Inspect labels for legibility
- Verify all labels for correct identification
- Inspect panel for signs of rust or damage
- Inspect labels for looseness
- Clean bus bars
- Conduct thermos-graphic inspection of bus bar
- Inspect earth wire for corrosion
- Inspect indication flag or the indication light on the MOV - replace as required

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Use the Infra-Red Scanner to ascertain if there are any “Hot Spots” or “Loose Connections” within the equipment and its connections; and take remedial, corrective action where necessary.

#### Specific Work Instruction for Substation and Mini-substations – **Earthing**

- Inspect and verify that earthing and bonding circuits are mechanical sound and not loose
- Inspect for continuity of bonding and earthing circuits
- Inspect and check for corrosion of bare copper earth cables and its terminations
- Conduct Overall earthing system resistance/impedance measurements.
- Perform equipment and structure bonding testing.
- Buried electrode location

#### Specific Work Instruction for Electrical - **Ring Main Unit**

Frequency: **Yearly**

- Inspect the RMU for any visible damage
- Inspect RMU framework and housing for rust, paintwork or any visible mechanical damage
- Inspect for oil leaks from fittings, seals and gaskets
- Inspect access and interlocking locks for serviceability and replace if faulty or damaged
- Inspect the cable termination boxes for leaks and mechanical damage
- Inspect the condition and fixtures of earthing straps, conductors and connections
- Check that all labels and / or switch orientation designations are in place and are correctly orientated
- Check that all safety signs are in serviceable condition and securely attached in the correct, easily visible positions
- Clean the RMU, accessories and its immediate surroundings
- Check the RMU oil level and ensure that the level is visible in the sight glass; note the condition of sight glass and clean as needed.

#### Specific Work Instruction for Electrical - **Ring Main Unit (oil filled)**

Frequency: **Yearly**

- Inspect the RMU oil tank and band joints for oil leaks

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Drain oil from oil chamber, check for sludge and sediment deposits on housing and switchgear, clean off build-up using clean rags
- Inspect fuse holders: check if the holders are intact and operative
- Clean and inspect fuse carriages & links
- Inspect strike pins: check the gaps and adjust if necessary
- Inspect moving and fixed contacts for wear or arcing and replace if required
- General inspection of the switch mechanism: Check specifically for loose bolts, nuts and locking pins; tighten or re-torque as required
- Close the switch and check if the moving blade penetrates into the moving and earth contacts correctly
- Inspect the inside and outside of the tank for leaks and corrosion
- Test the interlock mechanisms for correct operation
- Test the switch mechanism for correct / smooth operation; clean and lubricate as required
- Inspect and clean or replace oil indicator sight glass and gasket as required
- Rinse the tank with clean oil
- Re-fill the switch and fuse chamber with clean oil to the correct, full level.
- Close up chamber and tank and replace or re-seal gasket as required
- Where applicable, check and re-set / replace all earth fault indicators.
- Re-paint exterior of RMU as required
- Switch RMU back onto line at the circuit breaker once the permits
- Use the Infra-Red Scanner to ascertain if there are any "Hot Spots" or "Loose Connections" within the equipment and its connections; and take remedial, corrective action where necessary.

#### Specific work instructions for **Insulation Oil Testing**

Frequency: **Yearly**

- Perform dielectric strength and moisture tests of the insulation oil on all the listed transformers and mini subs.
- Verify that results conform to the standard as prescribed in SANS 555 with a minimum dielectric strength (breakdown Voltage) of >30KV and a maximum moisture content of <20 ppm.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Test the insulating oil for Polychlorinated biphenyls (PCBs).
- Sampling of the dielectric fluid should be in line with the standard IEC 60475 (Method of sampling insulating liquids).
- The service provider shall provide documented evidence of this (Sampling Protocol, Standard Operating Procedure, and Method Statement).
- Testing should be conducted by a laboratory accredited to SANS 17025. PCB concentration determinations (mg/kg) and PCB analysis must be in accordance with IEC 61619 or ASTM D 4059 and should not exceed.
- Insulating oil that does not comply with the specified requirements as detailed in SANS 555 shall be replaced with new, unused (virgin) insulating oil.

#### **2.3.2. Ad hoc or Break down Maintenance:**

- a. The contractor shall attend to all callouts and/or ad hoc maintenance and the response times shall be as stipulated on the service level agreement. Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items, services and spares.
- b. The contractor shall make available at least one Technician/Electrician and assistants at the Port during emergency callouts and labour rates as per annexure A4 shall apply. Normal working hours shall mean from 0800Hrs to 17Hrs Monday to Friday and excludes weekends and Holidays. All services shall be done in accordance to SABS standards, OSH ACT, manufacturer's specifications and any other applicable statutory regulations.
- c. All services shall be done in accordance to SABS standards, OSH ACT, manufacturer's specifications and any other applicable statutory regulations.

#### **2.3.3. Service Activities**

- a. The maintenance activities include the following:
  - Preventative maintenance, defined as any planned overhaul, replacement, inspection or tests conducted with the purpose of preventing specifically defined failures through maintaining the condition of the infrastructure or assessing its condition for the purposes of corrective maintenance.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before the failure occurred.
- Breakdown maintenance is defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the infrastructure.
- Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

#### **2.3.4. Operational hours**

Normal Port operational hours shall be from 00:00 to 23:59 for every day of the year. The maintenance staff/Standby personnel will be available every day. The maintenance team should be the Technician, Technician's Assistant, Semi-Skilled labour. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with Port operations.

#### **2.3.5. Minimum Staffing Schedule**

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in scheduling staff. The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

#### **2.3.6. Response Times**

- a) All breakdowns during normal working hours shall be responded to within 30 minutes.
- b) Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.
- c) All breakdowns after working hours shall be responded to within 60 minutes.
- d) Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.
- e) TNPA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

### **2.3.7. Defect Free Period**

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected. The defects period shall be benchmarked as following:

- Preventative maintenance, defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.
- Corrective or breakdown maintenance, defect free period will be no less than 90 days.
- Project maintenance, the defect free period will be no less than 12 months

## **3.1. Constraints on how the *Supplier* Provides the Goods and Services**

- a) Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the maintenance and repair of Power Transformers, Mini-Substations, Power Factor Correction Equipment, MV Switch Gear, MV Equipment, MV Substation Structures, MV Related Systems, MV Cables and Accessories as defined in this scope.
- b) Tools and equipment used shall be in good working order, with current and valid SABS Calibration Certificates where applicable and the correct tools for the job. The personnel supplied must be able to use the tools and be able to interpret any results obtained.
- c) Maintenance and repair services shall include but not be limited to the following: Power Transformers, Switchgear Panels and Accessories, MV Circuit Breakers, Mini - Substations; Ring Main Units, Voltage Transformers, Power Factor Correction Equipment, Current Transformers, Battery Chargers and Tripping Units , Voltage Distribution Boards, Change over and Control Panels, Electrical Service Connections, Panels, Switches, Circuits, Battery Systems and MV Cables and all the MV Substation related equipment.
- d) All services and materials shall be of a type and quality that conform to applicable SABS and SANS specifications and standards.
- e) All services, materials, and equipment to be used in the performance of work described herein are subject to the approval of Transnet national ports authority.
- f) The contractor shall perform service call work, recurring work, and preventive maintenance.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- g) The contractor shall receive all service call requests directly from Technical manager and other Transnet national ports authority representatives. Calls shall be classified by the contractor as emergency, urgent, or routine.
- h) The contractor shall respond accordingly for emergency and urgent calls.
- i) A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received site/substation/equipment name and number, and caller's name/telephone number shall be recorded for each call.
- j) The contractor shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by Transnet national ports authority's Technical manager.
- k) Emergency service calls will be classified as emergency at the discretion of Transnet national ports authority.
- l) Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property, or threaten to disrupt operations.
- m) Urgent service calls will be classified as urgent at the discretion of the Transnet national ports authority.
- n) Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or well-being of personnel, and lead to property damage.
- o) Routine service calls will be classified as routine when the work does not qualify as an emergency or urgent call.
- p) The contractor shall have procedures for receiving and responding to emergency services within the specified response time seven days a week, including weekends and holidays and provide on-call response within 30 minutes for weekends, holidays, and after normal duty hours for emergency service calls.
- q) Emergency service work shall be continuous 24 hours a day, 7 days a week (including public holidays) until completed, unless approved by Transnet national ports authority.
- r) The contractor must be on the job site and working within 60 minutes after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing from the job site.
- s) The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

- t) All routine service calls shall be completed within 2 working days after receipt. Routine calls shall be normally accomplished during regular working hours, Monday through Friday.
- u) Recurring work includes preventive maintenance. The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified.
- v) Preventive maintenance consists primarily of inspection, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fluids, oil, and grease) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards.
- w) The contractor shall complete all identified repairs and provide all necessary services, parts, and materials as part of the preventative maintenance as recommended by the OEM.

### 3.1.1. Services & other things to be provided by the *Purchaser or Supplier*

Table 1 below, "Information and other things provided by the *Employer* and Others", lists the documents that will be issued to all tendering parties prior to the award of the contract for the *services*. Other items such as Safety Inductions, Contractors access permits will be finalized during the kick off meeting; but estimated timelines have been included in the table below.

**Table 1**

Document or other things	Document Description	Issued/ Conducted by	Issued/Conducted When
Information issued by the Employer	Various Drawings and documents	<i>Employer</i>	With the tender
Health and Safety Specification	Health and Safety Specification	<i>Employer</i>	With the tender
Safety Induction	Not Applicable	Employer	One week after contract award
Contractor Access	Access card	<i>Employer -</i>	One week after contract award

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

### 3.1.2. Management meetings

3.1.2.1. The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues at least once a month or as to address issues that may arise from time to time.

3.1.2.2. As far as is practicable, the Contractor will make all required persons available for these meetings.

3.1.2.3. The Contractor shall not submit claims for payment for staff attending any of these meetings.

3.1.2.4. Meetings of a general nature may be convened and chaired by the Supply Manager as in table

**Table 2**

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Fortnightly on Fridays at 10am	TNPA Electrical Depot	Contractor, Technical manager/supervisor and an Engineering technician
Overall contract progress and feedback	Monthly on Mondays at 10am	TNPA Electrical Depot	Contractor, Technical manager/supervisor and an Engineering technician

3.1.2.5. All meetings shall be recorded using minutes and an attendance register prepared and circulated by the person who convened the meeting.

3.1.2.6. 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.

### 3.1.3. Documentation control

3.1.3.1 The Contractor shall submit all documentation complying with the Employer's standards and requirements.

3.1.3.2 The Employer will issue all relevant documentation and drawings, including revisions, to the contractor, but control, maintenance and handling of these documents will be the contractor's sole responsibility and at its expense, and managed with a suitable document control system.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- 3.1.3.3 TNPA Port engineering Office filing system will be utilized, any document will be delivered via document control with a proof of transmittal.
- 3.1.3.4 Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, PM instructions, invoices and payment certificates, access
- 3.1.3.5 Certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder.
- 3.1.3.6 All documents issued to 3rd Party contractors and to the Employer must be submitted through the Employer's Document Control Department.

### **3.1.4. Health and safety risk management**

- 3.1.4.1. The contractor must prepare, implement and maintain a project specific SHE Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.
- 3.1.4.2. The plan must demonstrate the contractor's commitment to HEALTH AND SAFETY and must, as a minimum, include the following:
  - A copy of the contractor's Health and Safety Policy; in terms of the OHS Act section 7
  - Procedures concerning Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments;
  - Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
  - Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
  - Details concerning Resources, Accountabilities and Responsibilities – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
  - Details concerning Competence, Training and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
  - Communication, Participation and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- Emergency Preparedness and Response procedures;
- Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- Sub-contractor Alignment procedures – a process must be in place for the assessment of sub-contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- Non-conformance and Action Management procedures concerning the management of corrective actions;
- Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.

### **3.1.5. Environmental constraints and management**

3.1.5.1. The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Port. At no time shall the Contractor:

- Allow any pollutant or toxic substance to be released into the air or storm water systems
- Interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

### **3.1.6. Quality assurance requirements**

- 3.1.6.1. Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work that will be covered under the services at the time of tender. Once accepted by the Employer, the Quality Management plan will be reviewed and audited by members of the Employer's staff and at intervals of no longer than monthly.
- 3.1.6.2. The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.
- 3.1.6.3. All work and services must be executed in accordance with prevailing industry norms and standards relating to quality.
- 3.1.6.4. In this regard, the Contractor will be expected to draft quality plans for the Technical manager from time to time.
- 3.1.6.5. A quality control plan shall be developed for the annual service requirements.
- 3.1.6.6. The respective Technical Manager shall indicate his required intervention points on this plan: be it a hold, witness, or visual inspection point.

### **3.1.7. Programming constraints**

- 3.1.7.1. All maintenance work shall be scheduled and a roster presented to the senior electrical engineer/technical manager at the end of the preceding service. Work shall be scheduled in a manner as not to interfere with any normal port operations.
- 3.1.7.2. The objective is to ensure that maintenance of the infrastructure is carried out without placing the operation of the port at risk of standing without essential MV/LV Switchgear and Transformers. Preferably all maintenance requiring shut down must be performed after business hours. The Port is 24 hours operational, however for the sake of this document business hours are:
  - i. Monday to Friday between 07h00-16h00

### **3.1.8. Invoicing and payment**

- 3.1.8.1. Within one week of receiving a payment certificate from the Supply Manager in terms of this contract, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Supply Manager's certificate.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

3.1.8.2. The Supplier shall address the tax invoice to Purchaser and include on each invoice the following information:

- Name and address of the Supplier and the Supply Manager;
- The contract number and title;
- Supplier's VAT registration number;
- The Purchaser'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)

### **3.1.9. List of Returnable Documents**

- Activity Schedule (BOQ)
- Schedule of the Bidder's Experience and References
- SHE management plan
- Schedule of key personnel's details, curriculum vitae/resume and an Organisational structure that include a clear indication of roles and responsibilities and specific function of each team member
- Quality management plan

### **3.1.10. Contractor liability**

- 3.1.10.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 3.1.10.2. The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 3.1.10.3. The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 3.1.10.4. The Contractor is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

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

### **3.1.11. Industrial action by contractor employees**

- 3.1.11.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 3.1.11.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 3.1.11.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
- To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report.
  - If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
- 3.1.11.4. The Industrial Action Report must provide at least the following information:
- Industrial incident report,
  - Attendance register,
  - Productivity / progress to schedule reports,
  - Operational contingency plan,
  - Site security report,
  - Industrial action intelligence gathered.
- 3.1.11.5. The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.
- 3.1.11.6. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 3.1.11.7. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

- 3.1.11.8. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

## **C3.2 SERVICE INFORMATION**

### **3.2.1. Overview of the works**

3.2.1.1. The Contractor shall maintain, service and test Power Transformers, Mini-Substations and MV Switch Gear and accessories within the Port of Cape Town distribution network and attend to all callouts, repairs and ad hoc maintenance pertaining to operational failures of the same including MV cables and associated MV Accessories. The maintenance contract shall be divided into two part as follows:

#### **3.2.2. Planned or Preventive maintenance**

3.2.2.1. Fixed rates shall apply for all planned maintenance as per values agreed on the maintenance contract.

#### **3.2.3. Ad hoc or Break down Maintenance:**

3.2.3.1. The contractor shall attend to all callouts and/or ad hoc maintenance and the response times shall be as stipulated on the service level agreement. Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items, services and spares.

#### **3.2.4. Extent of the works**

The extent of works shall be as follows:

- Visual and close inspection and Cleaning
- Replacement of worn-out parts
- Oil testing and replacement
- Lubrication service
- Testing
- Annual maintenance service as per OEM specifications and procedures.
- MV and LV cable fault location and repairs

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

- Ad hoc MV switch gear, transformers, mini substations and Power Factor Correction equipment repairs.
- Supply of MV Spares and Accessories.
- Blowing dust on bus bars and also checking for hot/loose connections (preferably use the Infra-Red Scanner allowed for elsewhere in this document
- Issuing of COC including classified hazardous areas after the works have been completed where applicable
- MV Switchgear Secondary Plant Equipment maintenance
- Diagnostics (including but not limited to Ultrasonic Electrical Partial Discharge Detector, Oil Testing, Etcetera)

### C3.3 Equipment Information

The equipment is subject to change due to upgrades that may take place during the contract.

#### A.1 -List of Equipment to Be Maintained-MV Breakers

NO.	SUBSTATION NAME	SWITCH GEAR TYPE	NO. OF PANELS
1	A-Berth Substation	Reyrolle LMS/X2/QMRO	5
2	Container Admin	GEC- ACO - 1 / 4 / 800A	5
3	Berth 600-02	ABB VD4	10
4	Berth 603-04	ABB VD4	11
5	Coaster Berth	GEC- ACO - 1 / 4 / 800A	7
6	Crane repair	GEC- ACO - 1 / 4 / 800A	5
7	Eastern Mole	Reyrolle LMX/X2/QMRO	7

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

8	F Berth	Reyrolle LMS/X2/QMRO	5
9	Graving Dock	Reyrolle LMS/X2/QMRO	8
10	Machine room	Reyrolle LMS/X2/QMRO	10
11	Port Sub	Reyrolle LMS/X2/QMRO	4
12	RDD Shop17	ACTOM SBVE 4E	4
13	Road Rail	Reyrolle VD4-LMT	1
		GEC- ACO - 1 / 4 / 800A	7
14	Robertson Pump House	Reyrolle LMR/X1/QM	3
15	Tanker	ABB HD4/W/17.12.32	9
16	Unity	Reyrolle LMS/X2/QMRO	12
17	J-Berth	Reyrolle LMS/X2/QMRO	4
18	D-Berth	Siemens-3AE1624-1	8
19	C-berth	ABB LMR/X2/QMRO	6
20	501/2 Substation	ABB VD4	26
21	Harbour main	ABB VD4	37
22	Refrigeration sub	GEC- ACO	9
23	CAE	GEC- ACO	6
24	Carrier Sub	GEC- ACO	6
26	M-Berth	Reyrolle LMX/X2/QMRO	1

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

27	SDD Pump house	Reyrolle LMX/X2/QMRO	6
29	Syncrolift	ABB Safeplus 2R2B RMU	1
30	Harbour signal	GEC- ACO	5
31	Harbour main PFC	Tavrida VCB	6

### A1.1 List of Equipment to Be Maintained-Power transformers

No	Substation	TRX N	Capacity(kVA)	Voltage Ratio
1	A-Berth	1	500	11750/400
		2	500	11750/400
2	C-Berth	1	400	11750/400
		2	400	11750/400
3	D-Berth	1	400	11750/400
		compressor 1	1000	11750/400
		compressor 2	1000	11750/400
		Spare	500	11750/400
4	Syncrolift	1	500	11750/400
5	Robinson dry dock	1	800	11000/400
		2	750	11000/2200
6	Machine room	1	750	11750/400
		2	750	11750/400
7	F-Berth	1	1250	11750/400
		2	1250	11750/400
8	J-Berth	1	400	11750/400
		2	400	11750/400
9	Unity	1	400	11750/400
		2	400	11750/400
10	M-Berth	1	1250	11750/400

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

11	Graving Dock	1	750	12000/400
		2	750	12000/400
		3	2000	11750/3300
		4	625	11750/3300
12	Sturrock dry dock			
12	Pump house	1	950	12000/2226
		2	950	12000/2226
		3	950	12000/2226
		4	500	12000/400
13	Port Sub	1	400	12000/380
		2	400	12000/380
14	Landing Wharf	1	480	11750/400
15	Tanker Basin	1	800	11752/400
		2	500	11750/400
		3	1000	11750/6600
16	Eastern mole	1	1000	11750/400
		2	1000	11750/3300
17	Crane repair	1	800	11660/400
		2	800	11660/400
18	500 sub	2	1000	11750/400
19	Coaster berth	2	1250	11660/400
		3	1250	11770/415
		4	1250	11770/415
		5	1250	11660/400
20	Shop 17(transformer room)	1	800	11660/400
21	Carrier Workshop Sub	1	800	11660/400
22	Admin sub	1	1250	11660/400
		2	1250	11660/400
23	CAE	3	1250	11750/400
24	600 SUB	1	800	11660/400
		2	800	11660/400
25	603 SUB	1	800	11660/400
		2	800	11660/400

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

26	Refrigeration sub	1	1250	11750/400
		2	1250	11750/400
		3	3150	11750/3300
		4	3150	11750/3300
27	Road-rail	2	800	11660/400
		3	1250	11660/550
		4	1250	11660/550
		5	800	11660/400
28	Harbour Signal sub	1	800	11660/400
		2	800	11660/400

### A1.3 List of Equipment to Be Maintained-MINI-SUBSTATIONS

NO.	MINI-SUBSTATION NAME	kVA	VOLTAGE RATIO
1	TNPA HOUSE	1000 kVA	11.75 kV/400V
2	Misplon Bridge	200 kVA	11.75 kV/400V
3	Tanker berth 1	500 kVA	11.75 kV/400V
4	Eastern mole 1	1000 kVA	11.75 kV/400V
5	Eastern Mole 2	1000 kVA	11.75 kV/400V
6	Eastern mole 3	500 kVA	11.75 kV/400V
7	Quay 702	500 kVA	11.75 kV/400V
8	Quay 703	500 kVA	11.75 kV/400V
9	Harbour main 1	800 kVA	11.75 kV/400V
10	Harbour main 2	800 kVA	11.75 kV/400V

TRANSNET NATIONAL PORTS AUTHORITY

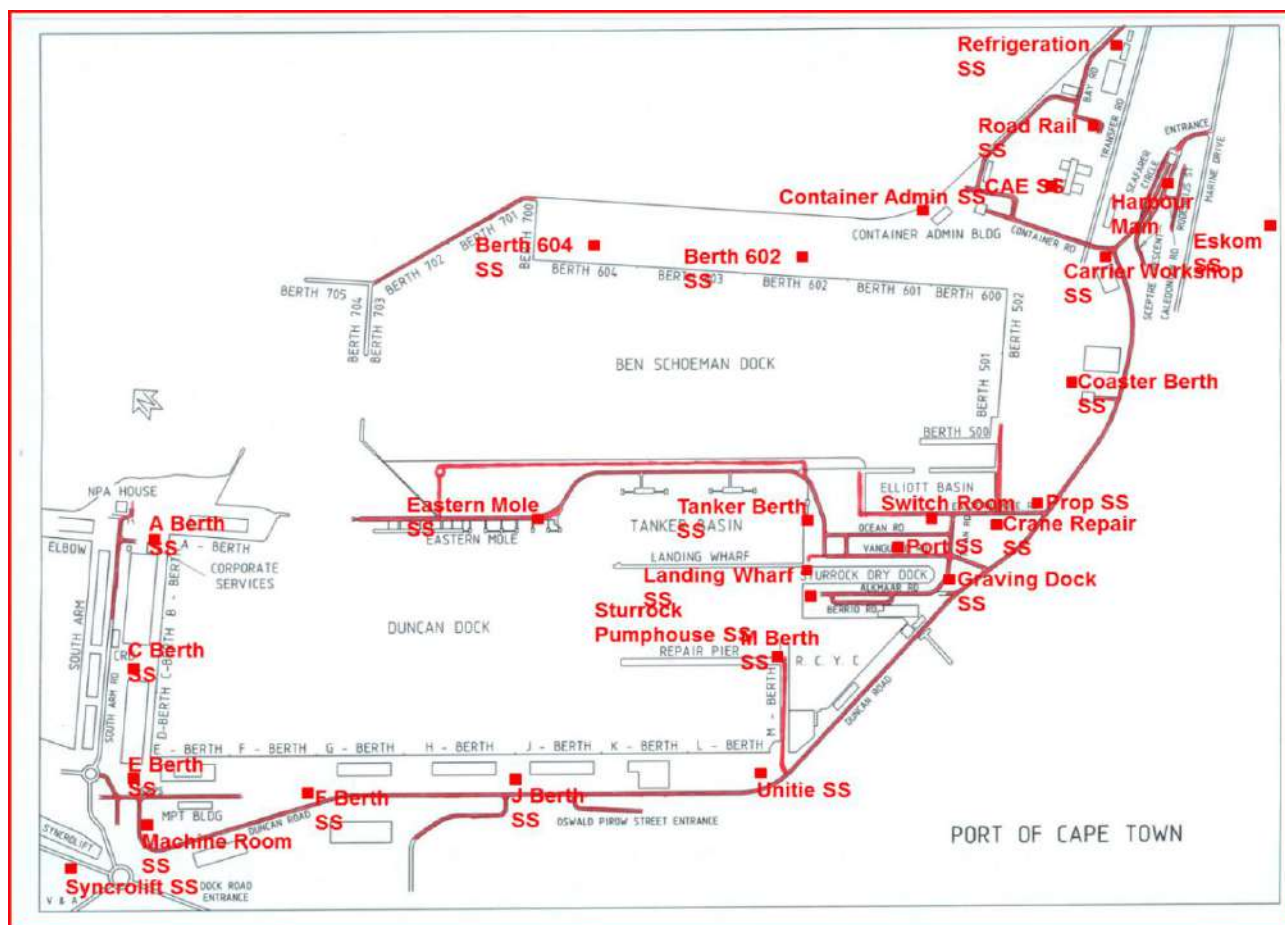
CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICES: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---

#### **A1.4 List of Equipment to Be Maintained-POWER FACTOR CORRECTION EQUIPMENT**

PFC Equipment A	13 000 kVAR	11.75kV
PFC Equipment B	12 000 kVAR	11.75kV





The Port of Cape Town is a busy container port, and breakbulk port second in South Africa only to Durban and handles the largest amount of fresh fruit. The port operates 24 hours a day. The port is situated in Table Bay at Longitude 18° 26' E and Latitude 33° 54' S and lies 120 Nautical miles North-West of Cape Agulhas.

## **1.2. Working Hours**

Normal working hours at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday.

## **1.3. Access Permit Controls**

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit these will be replaced at a cost of R 360-00 per person, to be paid by the Contractor. This will also apply if permits are not returned at the end of the project completion.

## **1.4. Work Area and Supply of Services**

The Employer will provide a detailed Port layout drawing indicating Port boundaries and operational activities of the areas. It is anticipated that all the desktop work will be done off site and therefore the employer will not provide any layout area or site.

## **1.5. Health and Safety**

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor. The key risks associated with this site are as follows:

## **2. Description of existing facilities**

The contractor shall make use of the TNPA electrical department facilities for ablution

## **3. Access to the Works**

Access to the Port will be via Duncan Road. Cristian Barnard and South arm road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The Contractor's employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and Transnet Property.

- 3.1.** Access will be subject to the Employer's security and SHERQ requirements and regulations, which is described but not limited to requirements below:
- a. Visitors must sign in at the main entrance gate to gain access to the Port. Should *the Contractor* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority.
  - b. All personnel entering general and operational areas under the jurisdiction of the Employer in the Port of Cape Town must undergo safety induction, which is available hourly between 10:00 and 14:00 every day at the TPT Administration Building.
  - c. Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
  - d. The Contractor must obtain a permit for vehicles entering the terminal from the TPT Permit Office for the duration of the work.
  - e. The Contractor shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
  - f. The Contractor shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
  - g. Contractor shall adhere to Transnet COVID -19 safety protocols at all times.
- 3.2.** Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.
- 3.3.** The Contractor shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.
- 3.4.** The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/04/0273/RFP

DESCRIPTION OF THE SERVICE: MAINTENANCE OF MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMERS, RING MAIN UNITS AND MINI SUBSTATIONS IN THE PORT OF CAPE TOWN AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

---