

Transnet Port Terminalsan Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL
FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET
PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF
SUPPLY.**

RFP NUMBER	: TPT/2023/02/0024/21206/RFP
ISSUE DATE	: 17 November 2023
COMPULSORY BRIEFING	: 30 November 2023
CLOSING DATE	: 12 January 2024
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number	Heading
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The Tender

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Supply of services to refurbish the PE Manganese Terminal for Transnet SOC Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Car Terminal boardroom, Port of Elizabeth Terminal on the 30 November 2023, at 10:00am [10 O'clock] for a period of ± 6 (six) 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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1 hereto must be completed and submitted with your</p>
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	<p>Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on 12 January 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet e-Tenders 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



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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;



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- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-16], [**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 returnable 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)

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Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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



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T1.2 TENDER DATA

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

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

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

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

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



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	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer /Procurement Manager
	Name:	Nokusa Zulu
	Address:	202 Anton Lembede Street, Durban 4001
	Tel No.	031 308 8347
	E – mail	nokusa.zulu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>1.1 Certificate of attendance at 'Compulsory Tender Clarification'</p> <p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>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 9ME class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <p>1. every member of the joint venture is registered with the CIDB;</p> <p>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</p> <p>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 9ME class of construction work or a value determined</p>



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in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80** points.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in C.3.11 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 T2.2-1 certificate of attendance signed off by the Employer's authorised representative.**

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPT/2023/02/0024/21206/RFP
- The Tender Description: Supply of services to refurbish the PE Manganese Terminal for Transnet SOC Ltd (Reg.No.1990/000900/30) operating as Transnet Port



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Terminals, (Hereinafter Referred to as "TPT"), as a once off supply

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **12:00pm on the 12 January 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender.

3. Proof of registration on the Central Supplier Database.

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is **80**

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.



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Functionality Criteria

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

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2.3 Quality Management	<p>Contractor to supply the following:</p> <p>Project Quality Management plan - 4 points</p> <p>data book index - 1 point</p> <p>Index/List of procedures and method statements - 10 points</p> <p>Quality Control Plans - 3 points</p> <p>Quality Policy - 3 points</p> <p>Audit Schedule - 1 point</p>		22
T2.2-4 Organogram & CV's	<p>Organogram = 2 points</p> <p>Project Manager Qualifications and experience = 7 points</p> <p>Construction Manager Qualifications and experience = 5 points</p> <p>Health and Safety Officers Qualifications and experience = 3 points</p> <p>Quality Manager Qualifications and experience = 4 points</p> <p>Schedule Manager/PlannerExperience = 2 points</p> <p>Commissioning Manager Qualifications and experience = 4 points</p> <p>Administration/Document Controller Experience = 1 point</p>		28
T2.2-5 Availability of Equipment and other resources	Equipment indicated as a minimum must include for a low bed Truck, Scaffolding, Crane 120t, Cherrypicker, hydraulic jacks 100t and Generator.		5



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	No Response or Equipment indicated does not meet the minimum requirements= 0 points Equipment/availability meet the minimum requirements = 5 points		
T2.2-6 Schedule	Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of all activities that will take place in order to provide the works in the shortest possible duration. = 19 points Tender document provided in MS Projects format = 1 point		20
T2.2-7 Previous Experience	Substantive experience of a successful refurbishment project of similar works specific to bulk material handling Stackers/Reclaimers: No experience: 0 points One (1) successful refurbishment project of at least R10m within last 10 years = 5 points One (1) successful refurbishment project of at least R20m within last 10 years = 10 points Two (2) successful refurbishment projects of at least R20m within last 10 years: 15 points Three (3) successful refurbishment projects of at least R20m within last 10 years= 20 points At least four (4) successful refurbishment projects of at least R20m within last 10 years = 25 points		25
Maximum possible score for Functionality			100

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

- T2.2-3 Quality Management



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- T2.2-4 Project Organogram, Management & CVs of Key Persons
 - T2.2-5 Availability of Equipment and other resources
 - T2.2-6 Schedule
 - T2.2-7 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

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 tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

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- 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.



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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 eligibility purposes:

- T2.2-01 **Stage 1: Eligibility Criteria Schedule** Certificate of attendance at 'Compulsory Tender Clarification Meeting
- T2.2-02 **Stage 2: Eligibility Criteria Schedule:** CIBD 9ME

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

- T2.2-03 **Evaluation Schedule:** Quality Management
- T2.2-04 **Evaluation Schedule:** Organogram, Management & CV's
- T2.2-05 **Evaluation Schedule:** Availability of Equipment and other resources
- T2.2-06 **Evaluation Schedule:** Schedule
- T2.2-07 **Evaluation Schedule:** Previous Experience

2.1.3 Returnable Schedules:

General:

- T2.2-8 Authority to submit tender
- T2.2-9 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Agreement in terms of POPIA

Agreement and Commitment by Tenderer:

- T2.2-13 Site Establishment Requirements
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFP Declaration Form
- T2.2-16 RFP – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct
- T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-27 Schedule of proposed Subcontractors

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor
- T2.2-21 Form of Intent to provide a Performance Guarantee
- T2.2-22 Forecast Rate of Invoicing

T2.2-23 Three (3) years audited financial statements

T2.2-24 Job creation

1.3.3 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

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



	Eligibility Criteria	Returnable Schedule: T2.2-2
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Eligibility in terms of the Construction Industry Development Board:

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 **9ME** or higher class of construction work, are eligible to have their tenders evaluated.

Attached proof of CIDB 9ME

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-: Evaluation Schedule – Quality Management

The tenderer shall as a minimum submit the following:

- Project specific **Project Quality Management Plan** which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information. The Project Quality Management Plan must include as a minimum (1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control)
- Project specific **Quality data book index**.
- **Index/List of procedures and method statements** to be used during the contract.
- **Quality Control Plans** (QCPs) to be included specific to the Works Information for the following:
 - Structural works
 - Mechanical works
 - Electrical works
 - Control & Instrumentation

These QCPs shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including testing, witnessing and hold points.

The QCPs must include as a minimum;

1. Activity/Requirement,
2. Specifications,
3. Acceptance criteria,
4. Approval status &
5. Controlling documents.

- A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001:2008). The policy must clearly articulate the companies Quality Management System objectives and the methodology of achieving the stated objectives of the System. The policy must display the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.
- An **Audit Schedule** for internal and external audits during the contract.

Attached submissions to this schedule:



The scoring of the Quality Management in terms of the abovementioned requirements will be as follows:

Formulae: Points = $Score/100 \times 22$

Weight 22% of Technical Evaluation Criteria	Project Quality Management Plan (4/22) Formula: score/100*4	Quality data book index (1/22) Formula: score/100*1	Index/List of procedures and method statements (10/22) Formula: score/100*10	Quality Control Plans (3/22) Formula: score/100*3	Quality Policy (3/22) Formula: score/100*3	Audit Schedule (1/22) Formula: score/100*1
score 0	A Project Quality Management Plan was not submitted.	No Quality Data book index submitted.	No list of procedures or method statement submitted.	No QCPs submitted.	No Quality Policy submitted.	No or incomplete audit schedule submitted.
score 20	Includes one of 1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control.	N/A	Method statement provided for only one of the following: a) Bucket Wheel b) Luffing cylinder c) Slew Bearing d) Hinge Point	N/A	The Quality Policy is provided, it is based on ISO 9001:2008 and one of the five key policy requirements are displayed, and the policy is signed.	N/A
score 40	Includes two of 1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control.	N/A	Method statement provided for two of the following: a) Bucket Wheel b) Luffing cylinder	N/A	The Quality Policy is provided, it is based on ISO 9001:2008 and two of the five key policy requirements are displayed, and the policy is signed.	N/A

Weight 22% of Technical Evaluation Criteria	Project Quality Management Plan (4/22) Formula: score/100*4	Quality data book index (1/22) Formula: score/100*1	Index/List of procedures and method statements (10/22) Formula: score/100*10	Quality Control Plans (3/22) Formula: score/100*3	Quality Policy (3/22) Formula: score/100*3	Audit Schedule (1/22) Formula: score/100*1
			c) d)			
score 60	Includes three of 1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control.	N/A	a) N/A	N/A	The Quality Policy is provided, it is based on ISO 9001:2008 and three of the five key policy requirements are displayed, and the policy is signed.	N/A
score 80	Includes four of 1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control.The Project Quality Management Plan shows a complete understanding of the project quality requirements.	N/A	Method statement provided for three of the following: a) Bucket Wheel b) Luffing cylinder c) Slew Bearing d) Hinge Point	N/A	The Quality Policy is provided, it is based on ISO 9001:2008 and four of the five key policy requirements are displayed, and the policy is signed.	N/A
score 100	Includes all of 1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control.	The Data book index is submitted and covers all and more of the	Method statement provided all of the following: a) Bucket Wheel b) Luffing cylinder	QCPs are submitted and cover all and more of the project quality	The Quality Policy is provided, it is based on ISO 9001:2008 and all of the five key policy requirements are displayed, and the policy is signed.	An Audit Schedule for internal and external audits submitted.

Weight 22% of Technical Evaluation Criteria	Project Quality Management Plan (4/22) Formula: score/100*4	Quality data book index (1/22) Formula: score/100*1	Index/List of procedures and method statements (10/22) Formula: score/100*10	Quality Control Plans (3/22) Formula: score/100*3	Quality Policy (3/22) Formula: score/100*3	Audit Schedule (1/22) Formula: score/100*1
		project quality requirements.	c) Slew Bearing d) Hinge Point	requirements of the project scope.		

T2.2-02: Evaluation Schedule: Project Organogram, Management & CV's

1. Submit the following documents as a minimum with your tender document:

- 1.1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals
- 1.2. Detailed CV's to show that they have well qualified personnel and have the necessary skills required to carry out the services identified in the Scope of Works document by providing the following:
 - The roles and responsibilities for the *works* of each resource should be clearly stated.
 - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration with start and end dates that has a bearing on the scope of work.
 - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*.
 - Certified copies of Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached as proof.

2. The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name/s of Resource/s
Project Manager	
Construction Manager	
Health & Safety Officers x 3 (To ensure support 24/7)	
Quality Manager	

Schedule Manager/Planner	
Commissioning Manager	
Administration/Document Controller	

3. The scoring of the Project Organogram Management & CV's will be as follows:

Formulae: Total Points = $Score/100 \times 28$

3.1. For the Organogram

Formulae: Points = $Score/100 \times 2$

Weight 2% of Technical Evaluation Criteria	Organogram
score 0	No organogram submitted
score 20	Organogram submitted but doesn't show structure and composition of management structure and key staff/professionals.
score 40	N/A
score 60	Organogram submitted and it shows the structure and composition of the management structure, but key staff/professionals are not indicated.
score 80	N/A
score 100	Organogram submitted, it shows the structure and composition of the management structure and key staff/professionals are indicated.

3.2. The Weight of the combined CV's is 26% of the Technical Evaluation Criteria limited to the following resources as indicated below:

- Project Manager (weight 7%)
- Construction Manager (weight 5%)
- Health and Safety Officers (weight 3%)
- Quality Manager (weight 4%)
- Schedule Manager/Planner (weight 2%)
- Commissioning Manager (weight 4%)
- Administration/Document Controller (weight 1%)

Each resource will be evaluated as follows based on the respective CV:

3.2.1. Project Manager (weight 7%)

Formulae: Points = $Score/100 \times 7$

Weight 7% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	SACPCMP – Not registered as a Professional Construction/Project Manager and/or The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 5 years or no relevant experience
score 20	SACPCMP – Registered as a Professional Construction / Project Manager and The resource has more than 5 years but <= 8 years relevant experience
score 40	SACPCMP – Registered as a Professional Construction / Project Manager and The resource has more than 8 years but <= 10 years relevant experience
score 60	SACPCMP – Registered as a Professional Construction / Project Manager and The resource has more than 10 years but <= 12 years relevant experience
score 80	SACPCMP – Registered as a Professional Construction / Project Manager and The resource has more than 12 years but <= 15 years relevant experience
score 100	SACPCMP – Registered as a Professional Construction / Project Manager and The resource has more than 15 years relevant experience

3.2.2. Construction Manager (weight 5%)

Formulae: Points = $Score/100 \times 5$

Weight 5% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	SACPCMP – Not registered as a Professional Construction Manager and / or The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 5 years or no relevant experience
score 20	SACPCMP – Registered as a Professional Construction Manager and The resource has more than 5 years but <= 8 years relevant experience
score 40	SACPCMP – Registered as a Professional Construction Manager and The resource has more than 8 years but <= 10 years relevant experience
score 60	SACPCMP – Registered as a Professional Construction Manager and The resource has more than 10 years but <= 12 years relevant experience
score 80	SACPCMP – Registered as a Professional Construction Manager and The resource has more than 12 years but <= 15 years relevant experience
score 100	SACPCMP – Registered as a Professional Construction Manager and The resource has more than 15 years relevant experience

3.2.3. Health and Safety Officers (for all three resources combined) (weight 3%)

Formulae: Points = *Score*/100x3

Weight 3% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<p>SACPCMP – All three resources are not registered as a Health and Safety Officers and / or The Tenderer has submitted no information or inadequate information to determine a score and/or One or more of the three resources have <= 2 years' experience or no relevant experience</p>
score 20	<p>SACPCMP – All three resources are registered as a Health and Safety Officers and Each of the three resources has more than 2 years but <= 4 years relevant experience</p>
score 40	<p>SACPCMP – All three resources are registered as a Health and Safety Officers and Each of the three resources has more than 4 years but <= 6 years relevant experience</p>
score 60	<p>SACPCMP – All three resources are registered as a Health and Safety Officers and Each of the three resources has more than 6 years but <= 8 years relevant experience</p>
score 80	<p>SACPCMP – All three resources are registered as a Health and Safety Officers and Each of the three resources has more than 8 years but <= 10 years relevant experience</p>
score 100	<p>SACPCMP – All three resources are registered as a Health and Safety Officers and Each of the three resources has more than 10 years relevant experience</p>

3.2.4. Quality Manager (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<p>No relevant qualification and /or The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 2 years or no relevant experience</p>
score 20	<p>BTech Quality Management, equivalent or higher qualification in quality management and The resource has more than 2 years but <= 4 years relevant experience</p>
score 40	<p>BTech Quality Management, equivalent or higher qualification in quality management and The resource has more than 4 years but <= 6 years relevant experience</p>
score 60	<p>BTech Quality Management, equivalent or higher qualification in quality management and The resource has more than 6 years but <= 8 years relevant experience</p>
score 80	<p>BTech Quality Management, equivalent or higher qualification in quality management and The resource has more than 8 years but <= 10 years relevant experience</p>
score 100	<p>BTech Quality Management, equivalent or higher qualification in quality management and The resource has more than 10 years relevant experience</p>

3.2.5. Schedule Manager/Planner (weight 2%)

Formulae: Points = $Score/100 \times 2$

Weight 2% of Technical Evaluation Criteria	Detailed experience of the resource from the submitted CV
score 0	The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 2 years or no relevant experience
score 20	The resource has more than 2 years but <= 4 years relevant experience
score 40	The resource has more than 4 years but <= 6 years relevant experience
score 60	The resource has more than 6 years but <= 8 years relevant experience
score 80	The resource has more than 8 years but <= 10 years relevant experience
score 100	The resource has more than 10 years relevant experience

3.2.6. Commissioning Manager (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	No qualification and /or The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 5 years or no relevant experience
score 20	A relevant valid technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4 and The resource has more than 5 years but <= 8 years relevant experience
score 40	A relevant valid technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
	<p>and</p> <p>The resource has more than 8 years but <= 10 years relevant experience</p>
score 60	<p>A relevant valid technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4</p> <p>and</p> <p>The resource has more than 10 years but <= 12 years relevant experience</p>
score 80	<p>A relevant valid technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4</p> <p>and</p> <p>The resource has more than 12 years but <= 15 years relevant experience</p>
score 100	<p>A relevant valid technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4</p> <p>and</p> <p>The resource has more than 15 years relevant experience</p>

3.2.7. Administration/Document Controller (weight 1%)

Formulae: Points = $Score/100 \times 1$

Weight 1% of Technical Evaluation Criteria	Detailed experience of the resource from the submitted CV
score 0	The Tenderer has submitted no information or inadequate information to determine a score, or the resource has <= 2 years or no relevant experience
score 20	The resource has > 2 years but <= 4 years relevant experience
score 40	The resource has > 4 years but <= 6 years relevant experience
score 60	The resource has > 6 years but <= 8 years relevant experience
score 80	The resource has > 8 years but <= 10 years relevant experience



Weight 1% of Technical Evaluation Criteria	Detailed experience of the resource from the submitted CV
score 100	The resource has > 10 years relevant experience



T2.2-03: Availability of Equipment and Other Resources

- In the table below the Tenderer to submit a list of all equipment and other resources that are required to execute the *works* and that will be provided and used to execute the required *works* as described in the Works Information. The following equipment must be available as a minimum for the execution of the *works* by completing the table below: Low bed Truck, Scaffolding, Cranes 120t, Cherrypicker, hydraulic jacks 100t and Generator.
 - The Tenderer must confirm that the Low bed Truck, Scaffolding, Cranes 120t, Cherrypicker, hydraulic jacks 100t and Generator will be available for the execution of the *works* by submitting the following evidence with the tender:
 - In case where the Contractor owns the equipment, evidence of ownership such as copies of vehicle license discs must be submitted with the tender, or
 - In case of lease/rental, copies of agreements between the Tenderer and supplier that confirms the intent to lease/rent the equipment for the execution period once a contract has been signed between Transnet and the Contractor.



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Weight 5% of Technical Evaluation Criteria	Availability of Equipment and Other Resources (5/5) Formula: score/100x5
score 0	Equipment listed in the table above does not include all of the following: low bed Truck, Scaffolding, Crane 120t, Cherrypicker, hydraulic jacks 100t and Generator.
score 20	N/A
score 40	N/A
score 60	Equipment indicated in the table above does include all of the following: low bed Truck, Scaffolding, Crane 120t, Cherrypicker, hydraulic jacks 100t and Generator; however, evidence of ownership or agreement of intent to lease/rent were not provided with the tender submission for all of this equipment.
score 80	N/A
score 100	Equipment indicated in the table above does include all of the following: low bed Truck, Scaffolding, Crane 120t, Cherrypicker, hydraulic jacks 100t and Generator; and evidence of ownership or agreement of intent to lease/rent were provided with the tender submission for all of this equipment.



T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme compatible with Microsoft Project 2016.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 2** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

The scoring of the Programme will be as follows:

Formula: score/100x20

		Score
Weight 20% of Technical Evaluation Criteria	Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of all activities that will take place in order to provide the works in the shortest possible duration. 19/20	At a minimum a Level 2 Programme is developed electronically and a hard copy to be supplied with the Tender document. This should be in MS Projects format. 1/20
Score 0	The tenderer requires more than 7 weeks in total across the 2023 and 2024 shut periods to provide the works.	A level 2 programme was not submitted on hardcopy and softcopy MSProject file.
Score 20	N/A	N/A
Score 40	N/A	N/A
Score 60	N/A	N/A
Score 80	The tenderer requires 7 Weeks across the 2023 and 2024 shut periods to provide the works.	N/A
Score 100	The tenderer requires < 7 Weeks across the 2023 and 2024 shut periods to provide the works.	<p>A level 2 programme has been submitted on hardcopy and softcopy MSProject file that includes and covers all of the following:</p> <ul style="list-style-type: none"> - Dates when the <i>Contractor</i> will need access to any part of the Site and for submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. - The Programme must clearly demonstrate the procurement process and dates (start to delivery) for all items to be provided in terms of the scope of works. Refer Section 6.6.14 of the Scope of Works. - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Dates for each scope item. Refer Section 6.6.15 of the Scope of Works.

Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme



T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

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

- Supporting information with sufficient references (Client name and contact details, project description, duration, contract value & year actioned) to substantiate that the tenderer has substantive experience of at least four (4) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R20m within the last 10 years.
- The supporting information must be supported with evidence such as Appointment Letters and/or Completion Certificates and/or Purchase Orders and/or Contracts that shows when the experience was gained, high level scope and value.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring will be as follows:

Formula: score/100x25



	Score
Weight 25% of Technical Evaluation Criteria	Previous Experience
Score 0	The tenderer has no substantive experience of a successful refurbishment project of similar works specific to bulk material handling Stackers/Reclaimers within the last 10 years.
Score 20	The tenderer has substantive experience of at least one (1) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R10m within the last 10 years.
Score 40	The tenderer has substantive experience of at least one (1) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R20m within the last 10 years.
Score 60	The tenderer has substantive experience of at least two (2) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R20m within the last 10 years.
Score 80	The tenderer has substantive experience of at least three (3) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R20m within the last 10 years.
Score 100	The tenderer has substantive experience of at least four (4) successful refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with an individual project value of at least R20m within the last 10 years.

T2.2-8: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-09: 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		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.

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.

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

Name of Company/Members of Joint Venture:

T2.2-11: Risk Elements

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

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

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

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

T2.2-12 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	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Operator)

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

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-13: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-13 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 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-14: 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 T2.2-17 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-15: 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:

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- 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
 - 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:
 - has been requested to submit a Tender in response to this Tender invitation;
 - could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - 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:
 - prices;
 - geographical area where Goods or Services will be rendered [market allocation];
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a Tender;
 - the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - 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 to 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

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts.

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

I,
of

(insert name of Director or as per Authority Resolution from Board of Directors)

(insert name of Company)

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

Signed this on day

at

Signature

T2.2-19: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-20: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of
tenderer)

.....

Date

.....

Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor
(Bank/insurer)

.....

Date

.....

T2.2-21: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

T2.2-23: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....
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.....



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

T2.2-23 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.



Transnet Port Terminals

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

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



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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.

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.



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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 xxxxxxx):

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
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	



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If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?	Yes	No
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2
3		4
5		6
7		8
9		
Majority Race of Ownership		
% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership
% Black 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:		



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- 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			
EMPOWERING SUPPLIER	YES <input type="radio"/>	NO <input type="radio"/>	
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.			
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.			
FIRST TIME SUPPLIER	YES <input type="radio"/>	NO <input type="radio"/>	
A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.			
DEVELOPMENT PLAN DOCUMENT	YES <input type="radio"/>	NO <input type="radio"/>	
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).	*If Yes- Attach supporting documents		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES <input type="radio"/>	NO <input type="radio"/>	
A supplier that is not as yet in our value chain that we are assisting in their developmental area.			
SUPPLIER DEVELOPMENT BENEFICIARY	YES <input type="radio"/>	NO <input type="radio"/>	
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.)			



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GRADUATION FROM ED TO SD BENEFICIARY 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"/>
ENTERPRISE DEVELOPMENT RECIPIENT 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	



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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



Transnet Port Terminals

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>



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Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

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

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 % = _____%



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

Definition of "Black People"	<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>
Definition of "Black Designated Groups"	<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,



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

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

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

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

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

Deponent Signature

.....

Date

.....



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: supply of services to refurbish the PE manganese terminal for Transnet Soc Ltd (Reg.No.1990/000900/30) Operating as Transnet Port Terminals, (hereinafter referred to as "TPT"), as a once off supply

10. Central Supplier Database (CSD) Summary Registration Report.		
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T2.2-24: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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



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

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

Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SC (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY



T2.2-25 VENDOR REGISTRATION 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 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.

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's 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. As per the communiqué dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/0220/4521/RFP

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.

APPENDIX A

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 xxxxxxx):					
----------------------------	--	--	--	--	--

Company Trading Name					
----------------------	--	--	--	--	--

Company Registered Name					
-------------------------	--	--	--	--	--

Company Registration No Or ID No If a Sole Proprietor					
---	--	--	--	--	--

Company Income Tax Number					
---------------------------	--	--	--	--	--

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

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

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

Trading Name			
--------------	--	--	--

Registered Name			
-----------------	--	--	--

Company Registration No Or ID No If a Sole Proprietor			
---	--	--	--

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

Your Current Company's VAT Registration Status

VAT Registration Number			
-------------------------	--	--	--

If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status			
---	--	--	--

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details	Bank Name	
-------------------------	-----------	--

Universal Branch Code	Bank Account Number	
-----------------------	---------------------	--

Company Physical Address		Code	
--------------------------	--	------	--

Company Postal Address		Code	
------------------------	--	------	--

Company Telephone number			
--------------------------	--	--	--

Company Fax Number			
--------------------	--	--	--

Company E-Mail Address			
------------------------	--	--	--

Company Website Address			
-------------------------	--	--	--

Company Contact Person Name			
-----------------------------	--	--	--

Designation			
-------------	--	--	--

Telephone			
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Email			
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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/0220/4521/RFP

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.

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		>R10Million <R50Million		>R50Million						
Does your company have a valid B-BBEE certificate?								Yes		No		
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				% Black Youth Ownership				
% White Ownership		% Indian Ownership		% Coloured Ownership								
Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide 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									
EMPOWERING SUPPLIER				YES	<input type="radio"/>	NO	<input type="radio"/>		
FIRST TIME SUPPLIER				YES	<input type="radio"/>	NO	<input type="radio"/>		
DEVELOPMENT PLAN DOCUMENT				* If Yes- Attach supporting documents					
ENTERPRISE DEVELOPMENT BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>		
SUPPLIER DEVELOPMENT BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>		
GRADUATION FROM ED TO SD BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>		
ENTERPRISE DEVELOPMENT RECIPIENT				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

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2022/05/0220/4521/RFP**DESCRIPTION OF THE WORKS:** DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.**APPENDIX C****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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 (b) who became citizens of the Republic of South Africa by naturalisations -</p> <p>i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<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>

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2022/05/0220/4521/RFP

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.

	<p>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>d) Black people living in rural and under developed areas;</p> <p>e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/0220/4521/RFP

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.

APPENDIX D

SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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> <ul style="list-style-type: none"> a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisation. <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; 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; d) Black people living in rural and under developed areas; e) (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

**TRANSNET PORT TERMINALS****TENDER NUMBER:** TPT/2022/05/0220/4521/RFP

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE AUTOMATIC VEHICLE WASH BAY SYSTEMS FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR THE PORT OF SALDHANA AS ONCE OFF.

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-26: 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

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



Transnet Port Terminals

Tender Number: TPT/2023/02/0024/21206/RFP

Description of the Works: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level (1 &2) of Contribution. (5 points)
 - (c) Sub-contracting at least 30% of the value of the contract to Black Owned EME's and QSE's 51% (5 points)
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL (1&2) OF CONTRIBUTION	3.4
SUB-CONTRACTING AT LEAST 30% OF THE VALUE OF THE CONTRACT TO BLACK OWNED EME'S AND QSE'S 51%	3.3

LOCAL CONTENT	3.3
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for 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 defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

Description of the Works: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

(k) "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_S = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	4 (5)
2	3 (5)
3	2 (0)
4	1 (0)
5	0
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
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]



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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 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: 1-2 . . = (maximum of (5) points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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



7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation



Transnet Port Terminals

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- Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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



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

- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--	---

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:
-
.....

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

- 2.3.1 If so, furnish particulars:
-
.....

3 DECLARATION

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

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

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



Transnet Port Terminals

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Description of the Works: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-27: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>						

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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:

Title of the Contract

SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

Name &
signature of
witness

Tenderer's CIDB registration number:



TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

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

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

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

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



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

Signature(s)

Name(s) _____

Capacity _____

for the Employer Transnet SOC Ltd _____*(Insert name and address of organisation)*

Name & signature of witness _____

Date _____



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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:

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

For the Employer

Transnet SOC Ltd

Name & signature of witness

Date



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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)



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Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
---------	---

Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Street Durban 4001
--	---

10.1	The <i>Project Manager</i> is: (Name) Graham Handley
------	---

Address	Transnet Port Terminals
---------	--------------------------------

Tel	Not applicable
-----	-----------------------

e-mail	Graham.Handley@Transnet.net
--------	---

10.1	The <i>Supervisor</i> is: (Name) Graham Handley
------	--

Address	Transnet Port Terminals
---------	--------------------------------

Tel No.	Not applicable
---------	-----------------------

e-mail	Graham.Handley@Transnet.net
--------	---

11.2(13)	The <i>works</i> are	Supply of services to refurbish the PE manganese terminal
----------	----------------------	---

11.2(14)	The following matters will be included in the Risk Register	No risks identified
----------	---	----------------------------

11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and it surroundings"
----------	---------------------------------------	--

11.2(16)	The Site Information is in	Part C4
----------	----------------------------	----------------

11.2(19)	The Works Information is in	Part C3
----------	-----------------------------	----------------

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
------	--	--

13.1	The <i>language of this contract</i> is	English
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13.3	The <i>period for reply</i> is	2 weeks
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2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
411.2(3)	The <i>completion date</i> for the whole TBA of the <i>works</i> is	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> Condition to be met to be met are:	key date
	1 Kick off meeting	24 January 2024
	2 SHE file approval	31 January 2024
	3 Safety induction	7 February
30.1	The <i>access dates</i> are	Part of the Site Date
		1 PE Manganese Terminal 13 February 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.



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51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.

6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:

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

The Contractor's Site establishment area

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

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
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8 Risks and insurance

80.1	These are additional <i>Employer's</i> None risks
84.1	The <i>Employer</i> provides these insurances from the Insurance Table



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1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.



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Note:

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

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**



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

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

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

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

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

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

10 Data for main Option clause

A Priced contract with Activity Schedule **No additional data is required for this Option.**

11 Data for Option W1



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W1.1 The *Adjudicator* is **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is: **The Chairman of the Association of Arbitrators (Southern Africa)**

If no *Adjudicator nominating body* is entered, it is: **the Association of Arbitrators (Southern Africa)**

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

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

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

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or **The Chairman of the Association of Arbitrators (Southern Africa)**
- if the arbitration procedure does not state who selects an arbitrator, is

12 Data for secondary Option clauses

X5.1	The <i>completion date</i> for each section of the works is:	Section	Description	Completion date
		1		
		2		

X7 Delay damages

X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet per day
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X13	Performance bond	N/A
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X13.1 The amount of the performance **N/A** bond is

X16 Retention

X16.1 The retention free amount is **Nil**

The retention percentage is **10% on all payments certified.**

X18 Limitation of liability

X18.1 The *Contractor's* liability to the **Total cost** *Employer* for indirect or consequential loss is limited to: **The deductible of the relevant insurance policy**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to: **The cost of correcting the Defect**

X18.3 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: **The Total of the Prices**

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: **5 years after Completion of the whole of the works**

X18.5 The *end of liability date* is

Z Additional conditions of contract are:



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Z1 Obligations in respect of Job Creation

Z1.1

It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2.24

Z1.2

The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2.24 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z1.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2.24. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



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**Z2 Additional clause relating to
Performance Bonds and/or
guarantees**

Z2.1

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



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**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

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

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

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



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

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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



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Z4.2 Termination Table

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

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

Z4.3

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

Z5 Right Reserved by the Employer to Conduct Vetting through SSA

Z5.1

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

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



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

Z6.1

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

**Z7 Protection of Personal
Information Act**

Z7.1

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



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate



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62	in	The percentage for design overheads is	%
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	



C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No.

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

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

(the *Employer*) and

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the
 Guarantor

of physical address

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

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



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4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_____

Signature(s) _____

Name(s) (printed) _____

Position in Guarantor company _____

Signature of Witness(s) _____

Name(s) (printed) _____



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PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	14
Total number of pages		17



C2.1 PRICING INSTRUCTIONS: OPTION A

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC) Option A states:

- Identified and defined terms** 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



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Mandatory Returnable

C2.2 Activity Schedule

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

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

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

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

The *Contractor* must obtain an advance payment guarantee (APG) in favour of the *Employer* in respect of all advance payments to be made by the *Employer*. The APG should be issued by an issuer with a minimum long term credit rating of A- (Fitch Ratings or an equivalent rating from another rating agency) and the Issuer should be acceptable to the *Employer*. Should the credit rating of the Issuer drop below the required minimum before the expiry date of the APG, the APG must be replaced by the supplier at their own cost. The APG will be cancelled once the *Employer* has taken ownership of the goods. The cost of the APG should be borne by the *Contractor*.



Mandatory Returnable

Preliminaries and General			
SOW No	DESCRIPTION	Sum/No	TOTAL COST
1	Preliminary and General, project management and overhead costs, craneage, equipment, vehicles, tools, access requirements, assessing free issue equipment, civils works for site establishment and execution of works, also including meeting the requirements of Health & Safety, Environmental, Quality, Construction Management, Execution and Commissioning, as stipulated in the Scope of Work Includes for any familiarization of installed equipment Contractor to provide a detailed cost breakdown for this item.	Sum	
TOTAL			

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STACKER A & B								
SOW No	DESCRIPTION	Sum/No	QTY Stacker A	QTY Stacker B	COST Stacker A	COST Stacker B	TOTAL COST	
2	Supply of Services for High pressure Cleaning	Sum	1	1				
3	Supply Travel drives	No.	4	4				
3.1	Supply of service to replace Travel drives	No.	4	4				
4	Supply spare Travel drives	No.	2	2				
5	Supply Travel Brakes.	No.	4	4				
5.1	Supply of service to replace Travel Brakes	No.	4	4				
6	Supply spare Travel Brakes.	No.	4	4				
7	Supply of components to refurbish the Centralised Automatic Lube System	Sum	1	1				
7.1	Supply of services to refurbish the Centralised Automatic Lube System	No.	1	1				
8	Supply Slew Drive Reducers.	No.	2	2				
8.1	Supply of service to replace slew drive reducers	No.	2	2				
9	Supply spare Slew drive reducers	No.	2	2				
10	Supply of components to refurbish the Operators Cabin	Sum	1	1				
10.1	Supply of Services to refurbish the Operators Cabin	No.	1	1				
11	Supply of components to refurbish the Luffing System	Sum	1	1				
11.1	Supply of Services to refurbish the Luffing System	No.	1	1				
12	Supply Slew Cable Carrier/Energy chain	No.	1	1				
12.1	Supply of services to replace Slew Cable Carrier/Energy chain	No.	1	1				
13	Supply of services to install the main Main Power Cable Reel	No.	1	1				
14	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement.	Sum	1	1				
15	Supply of components to refurbish the E-House	Sum	1	1				
15.1	Supply of Services to refurbish the E-House	No.	1	1				
16	Supply all local maintenance/control stations.	Sum	1	1				
16.1	Supply of Services to Replacement all local maintenance/control stations.	No.	1	1				
17	Supply of LV Circuit breaker main incomer	Sum	1	1				
17.1	Supply of services to replace the LV Circuit breaker main incomer	No.	1	1				
18	Supply UPS system	Sum	1	1				
18.1	Supply of services to replace the UPS system	No.	1	1				
19	Supply Boom hinge points	No.	4	4				
19.1	Supply of Services to replace Boom hinge points	No.	4	4				
	TOTAL							



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RECLAIMER A, B & C										
SOW No	DESCRIPTION	Sum/No	QTY Reclaimer A	QTY Reclaimer C	QTY Reclaimer B	COST Reclaimer A	COST Reclaimer B	COST Reclaimer C	TOTAL COST	
20	Supply of Services for High pressure Cleaning	Sum	1	1	1					
21	Supply Travel drives	No.	4	4	4					
21.1	Supply of services to replace Travel drives	No.	4	4	4					
22	Supply spare Travel drives	No.	2	2	2					
23	Supply Travel Brakes.	No.	4	4	4					
23.1	Supply of services to replace Travel Brakes.	No.	4	4	4					
24	Supply spare Travel Brakes.	No.	4	4	4					
25	Supply of components to refurbish the Centralised Automatic Lube System	Sum	1	1	1					
25.1	Supply of services to refurbish the Centralised Automatic Lube System	No.	1	1	1					
26	Supply Slew Drive Reducers	No.	2	2	2					
26.1	Supply of services to replace Slew Drive Reducers	No.	2	2	2					
27	Supply spare Slew drive reducers.	No.	1	1	0					
28	Supply Bucket Wheel	Sum	1	1	1					
28.1	Supply of Services to install the Bucket Wheel	No.	1	1	1					
29	Supply of components to Refurbish the old Bucket Wheel	Sum	1	0	1					
29.1	Supply of services to Refurb the old Bucket Wheel	Sum	1	0	1					
30	Supply Hose reel system	No.	1	1	1					
30.1	Supply of services to install the Hose Reel System	No.	1	1	1					
31	Supply of components to refurbish the Operators Cabin	Sum.	1	1	1					
31.1	Supply of Services to refurbish the Operators Cabin	Sum.	1	1	1					
32	Supply Slew Cable Carrier/Energy chain	No.	1	1	1					
32.1	Supply of services to replace Slew Cable Carrier/Energy chain	No.	1	1	1					
33	Supply Main Power Cable Reel	No.	1	1	0					
33.1	Supply of services to install the main Main Power Cable Reel	No.	1	1	1					
34	Supply 20ft Containers for storage of long lead items	No.	4	0	0					
35	Supply Luffing cylinder	Sum	1	1	1					
35.1	Supply of services to install Luffing cylinders	No.	1	1	1					
36	Supply spare luffing cylinder.	Sum	1	1	1					
37	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement.	Sum	1	1	1					
38	Supply of components to refurbish the E-House	Sum	1	1	1					
38.1	Supply of services to refurbish the E-House refurbishment	Sum	1	1	1					
39	Supply of components to refurbish the Dust Suppression System.	Sum	1	1	1					
39.1	Supply of services to refurbish the Dust Suppression System.	No.	1	1	1					
40	Supply all local maintenance/control stations.	Sum	1	1	1					
40.1	Supply of services to replace all local maintenance/control stations.	No.	1	1	1					
41	Supply HT incoming circuit breaker	Sum	1	1	1					
41.1	Supply of services to replace the HT incoming circuit breaker	No.	1	1	1					
42	Supply UPS system	Sum	1	1	1					
42.1	Supply of services to replace the UPS system	No.	1	1	1					
43	Supply of services to install the Slew bearing/Gear.	No.	1	1	0					
44	Supply Boom hinge points	No.	4	4	4					
44.1	Supply of Services to replace Boom hinge points	No.	4	4	4					
TOTAL										

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SHIPLOADER A & B							
SOW No	DESCRIPTION	Sum/No	QTY Shiploader A	QTY Shiploader B	COST Shiploader A	COST Shiploader B	TOTAL COST
45	Supply of services for High pressure Cleaning.	Sum	1	1			
46	Supply travel drives	No.	4	4			
46.1	Supply of services to replace travel drives	No.	4	4			
47	Supply spare travel drives	No.	2	2			
48	Supply Travel Brakes.	No.	4	4			
48.1	Supply of services to replace Travel Brakes.	No.	4	4			
49	Supply spare Travel Brakes.	No.	4	4			
50	Supply of components to refurbish the Operators Cabin	Sum	1	1			
50.1	Supply of Services to refurbish the Operators Cabin	No.	1	1			
51	Supply of components to refurbish the Motor/luff House	Sum	1	1			
51.1	Supply of services to refurbish the Motor/luff House	No.	1	1			
52	Supply Main Power Cable Reel.	No.	1	1			
52.1	Supply of services to install the main Main Power Cable Reel	No.	1	1			
53	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement (A frame base replacement).	Sum	1	1			
54	Supply the Boom tip cowling.	No.	1	1			
54.1	Supply of services to replace the Boom tip cowling	No.	1	1			
55	Supply & the pipe chute.	No.	1	1			
55.1	Supply of services to replace the pipe chute.	No.	1	1			
56	Supply of components to refurbish the E-House	Sum	1	1			
56.1	Supply of services to refurbish the E-House refurbishment	Sum	1	1			
57	Supply all local maintenance/control stations.	Sum	1	1			
57.1	Supply of services to replace all local maintenance/control stations.	Sum	1	1			
58	Supply HT incoming circuit breaker	Sum	1	1			
58.1	Supply of services to replace the HT incoming circuit breaker	Sum	1	1			
59	Supply UPS system	Sum	1	1			
59.1	Supply of services to replace the UPS system	No.	1	1			
60	Supply Boom hinge points	No.	4	4			
60.1	Supply of Services to replace Boom hinge points	No.	4	4			
61	Supply of components to refurbish the Transfer chutes in tripper car and No10/11 belt.	sum	1	1			
61.1	Supply of services to refurbish the Transfer chutes in tripper car and No10/11 belt.	No.	1	1			
TOTAL							

TIPPLER A & B								
SOW No	DESCRIPTION	Sum/No	QTY Tippler A	QTY Tippler B	COST Tippler A	COST Tippler B	TOTAL COST	
62	Supply of services to realignment of drive shaft	No	1	1				
63	Supply spare drive shaft	No	1	0				
64	Drive shaft plinth replacement/repair	Sum	1	1				
65	Supply of components to refurbish the Side Arm Charger	Sum	1	1				
65.1	Supply of services to refurbish the Side Arm Charger	No.	1	1				
66	Supply of components to refurbish the Apron feeder	Sum	1	1				
66.1	Supply of services to refurbish the Apron feeder	No	1	1				
67	Supply reocarb bin liners.	Sum	1	1				
67.1	Supply of services to replace reocarb bin liners.	No	1	1				
68	Supply of services to repair Concrete bin structural cracks	Sum	1	1				
69	Supply rail scales.	No	2	2				
69.1	Supply of services to replace rail scales.	No	2	2				
70	Supply of components to refurbish tippler motors.	Sum	1	1				
70.1	Supply of services to refurbish tippler motors.	No	1	1				
71	Supply of services to align the side arm charger rail system	No	1	1				
72	Supply the Pre-wetting structure	Sum	1	1				
72.1	Supply of services to replace the Pre-wetting structure	No	1	1				
73	Supply of components to refurbish the Dust Suppression System.	Sum	1	1				
73.1	Supply of services to refurbish the Dust Suppression System.	No	1	1				
74	Supply of components to refurbish the Operators Cabin	Sum	1	1				
74.1	Supply of services to refurbish the Operators Cabin	No	1	1				
75	Supply of components to replace the Tippler Simocodes with VSD's	Sum	1	1				
75.1	Supply of services to replace Tippler Simocodes with VSD's	No	1	1				
TOTAL								

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GALLERIES

SOW No	DESCRIPTION	Sum/No	QTY	TOTAL COST
76	Supply of materials for Structural Repair & corrosion protection.	Sum	1	
76.1	Supply of Services for Structural Repair & corrosion protection.	No	1	
77	Supply of materials for Civil repairs to support plinths.	Sum	1	
77.1	Supply of services for Civil repairs to support plinths.	No	1	
78	Supply of materials for Civil replacement of walkway slabs	Sum	1	
78.1	Supply of services for Civil replacement of walkway slabs	No	1	
79	Supply of materials to replace cladding	Sum	1	
79.1	Supply of services to replace cladding	No	1	
TOTAL				

TRANSFER HOUSES

SOW No	DESCRIPTION	Sum/No	QTY	TOTAL COST
80	Supply of materials to replace Cladding	Sum	1	
80.1	Supply of services to replace Cladding	No	1	
81	Supply of materials for corrosion protection & Structural Repairs	Sum	1	
81.1	Supply of services for corrosion protection & Structural Repairs	No	1	
82	Supply of materials for Service beams with crawlers	No	11	
82.1	Supply of services to install Service beam with crawlers with certification	No	11	
83	Supply of materials for Civils repairs	Sum	1	
83.1	Supply of services for Civils repairs	No	1	
84	Supply of materials to refurbish all transfer chutes/tripper cars.	No	18	
84.1	Supply of services for the refurbishment of transfer chute/tripper cars.	No	18	
TOTAL				

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SLURRY PUMPS				
SOW No	DESCRIPTION	Sum/No	QTY	TOTAL COST
85	Supply of components for Slurry Pump System	Sum	1	
85.1	Supply of services to replace Slurry Pumps System	Sum	1	
	TOTAL			

PE BOT - REFURBISHMENT CONVEYOR SYSTEMS				
SOW No	DESCRIPTION	Sum/No	QTY	TOTAL COST
86	Conveyor CV1A & CV1B			
86.1	Supply Drive unit	No	2	
86.2	Supply of Service to install drive units	No	2	
86.3	Supply 1 x spare drive unit	No	1	
86.4	Supply tail/head end pulleys 2 x sets	No	2	
86.5	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
86.6	Supply of services to refurbish the Belt Counterweight system	No	2	
87	Conveyor CV2A & 2B			
87.1	Supply 1 x spare drive unit	No	1	
87.2	Supply tail/head end pulleys 2 x sets	No	2	
87.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
87.4	Supply metal detection	No	2	
87.5	Supply of services to replace the metal detection system	No	2	
87.6	Supply of services to refurbish the belt tensioning system	No	2	
87.7	Supply belt scales	No	2	
87.8	Supply of services to replace the belt scales	No	2	
88	Conveyor CV3A & 3B			
88.1	Supply 1 x spare drive unit	No	1	

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88.2	Supply tail/head end pulleys 2 x sets	No	2	
88.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
88.4	Supply of services to refurbish Belt Counterweight system	No	2	
89	Conveyor CV4A & 4B			
89.1	Supply 1 x spare Drive unit	No	1	
89.2	Supply centre point submersible pump	No	2	
89.3	supply of services to replace centre point submersible pump	No	2	
89.4	Supply tail/head end pulleys 2 x sets	No	2	
89.5	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
89.6	supply of services to refurbish Belt Counterweight system	No	2	
90	Conveyor CV5A & 5B (Stackers)			
90.1	Supply of services to refurbish threaded belt tensioning system	No	2	
90.2	Supply Boom Conveyor Drive Train.	No	2	
90.3	Supply of services to install the boom Conveyor Drive Train.	No	2	
90.4	Supply refurbished Boom Conveyor Drive Train.	No	2	
90.5	Supply tail/head end pulleys 2 x sets	No	2	
90.6	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
90.7	Supply tail/head end pulleys 2 x sets	No	2	
91	Conveyor CV6A, 6B & 6C			
91.1	Supply 1 x spare drive	No	1	
91.2	Supply centre point submersible pump	No	3	
91.3	supply of services to replace centre point submersible pump	No	3	
91.4	Supply metal detection system for Conveyor 6A	No	1	
91.5	Supply tail/head end pulleys 3 x sets	No	3	
91.6	Supply of services to replace the tail/head end pulleys. 3 x sets	No	3	
91.7	Supply of services to install metal detection system for Conveyor 6A	No	1	
91.8	Supply of services to refurbish the Belt Counterweight system	No	3	
92	Conveyor CV7A & 7B			

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

92.1	Supply 1 x spare Drive unit	No	1	
92.2	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
92.3	Supply Metal detection system	No	2	
92.4	Supply of services to replace the Metal detection system	No	2	
92.5	Supply belt scales	No	2	
92.6	Supply of services to replace the belt scales	No	2	
92.7	Supply of services to refurbish the belt tensioning system	No	2	
93	Conveyor CV8A & 8B			
93.1	Supply 1 x spare Drive unit	No	1	
93.2	Supply tail/head end pulleys 2 x sets	No	2	
93.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
93.4	Supply magnetic belt system	No	2	
93.5	Supply of services to install the magnetic belt system	No	2	
93.6	Supply belt scales	No	2	
93.7	Supply of services to replace belt scales	No	2	
93.8	supply of services to refurbish the Belt Counterweight system	No	2	
94	Conveyor CV9A & 9B			
94.1	Suply 1 x spare Drive unit	No	1	
94.2	Supply tail/head end pulleys 2 x sets	No	2	
94.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
94.4	supply of services to refurbish Belt Counterweight system	No	2	
95	Conveyor CV10A & 10B			
95.1	Supply Drive unit	No	2	
95.2	Supply of services to replace Drive unit	No	2	
95.3	Supply 1 x spare drive unit	No	1	
95.4	Supply of services to replace tail/head end pulley 2 x sets	No	2	
95.5	supply of services to refurbish threaded belt tensioning system	No	2	
96	Conveyor CV11 A & CV11B			

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

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96.1	Supply components for Moving Carriage refurbishment	No	2	
96.2	Supply of services to refurbish the Moving Carriage	No	2	
96.3	Supply of services to refurbish the belt tensioning device	No	2	
96.4	Supply Boom Conveyor Drive Train.	No	2	
96.5	Supply of services to refurbish the Boom Conveyor Drive Train.	No	2	
96.6	Supply refurbished Boom Conveyor Drive Train.	No	2	
96.7	Supply tail/head end pulleys 2 x sets	No	2	
96.8	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2	
96.9	Supply tail/head end pulleys. 2 x sets	No	2	
97	Conveyor A, B, C Reclaimers			
97.1	Supply of services to refurbish A & C threaded belt tensioning system	No	2	
97.2	Supply of services to refurbish B hydraulic belt tensioning system	No	1	
97.3	Supply boom Conveyor Drive Train.	No	3	
97.4	Supply of services to install boom Conveyor Drive Train.	No	3	
97.5	Supply refurbished Boom Conveyor Drive Train.	No	2	
97.6	Supply boom belt scales	No	3	
97.7	Supply of services to replace boom belt scales include calibration	No	3	
97.8	Supply tail/head end pulleys 3 x sets	No	3	
97.9	Supply of services to replace the tail/head end pulleys. 3 x sets	No	3	
97.10	Supply tail/head end pulleys 3 x sets	No	3	
98	Conveyor Corrosion Protection & Structural repairs			
98.1	Supply of components for Corrosion protections & Structural repairs	Sum	1	
98.2	Supply of services for Corrosion Protection & Structural repairs	Sum	1	
	TOTAL			

TRANSNET PORT TERMINALS

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PE BOT - REFURBISHMENT ELECTRICAL COMPLIANCE					
SOW No	DESCRIPTION	Sum/No	QTY	TOTAL COST	
99	Substation Refurbishment				
99.1	T8 LV Substation fire detection	Sum	1		
99.2	MCC Control Centre fire detection & HVAC	Sum	1		
	Ore Berth East				
99.3	Supply of materials for Fire detection/HVAC	Sum	1		
99.4	Supply of services to replace fire detection/HVAC	Sum	1		
99.5	Supply of materials for substation refurbishment	Sum	1		
99.6	Supply of services to refurbish substation	Sum	1		
	Ore Berth East Containerised				
99.7	Supply of materials for Fire detection/HVAC	Sum	1		
99.8	Supply of services to replace fire detection/HVAC	Sum	1		
99.9	Supply of materials for substation refurbishment	Sum	1		
99.10	Supply of services to refurbish substation	Sum	1		
	T9 Mini substation				
99.11	Supply of materials for Fire detection/HVAC	Sum	1		
99.12	Supply of services to replace fire detection/HVAC	Sum	1		
99.13	Supply of materials for substation refurbishment	Sum	1		
99.14	Supply of services to refurbish substation	Sum	1		
100	Supply of components for electrical compliance	Sum	1		
100.1	Supply of services for the installation of components for electrical compliance	Sum	1		
101	Supply A & B Charger VSD spares	No	2		
101.1	Supply Stacking conveyor VSD spares	No	4		
101.2	Supply A & B Stacker VSD spares	No	4		
101.3	Supply A & C Reclaimer VSD spares	No	5		
101.4	Supply B Reclaimer VSD spares	No	5		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

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101.5	Supply A & B Shiploader VSD spares	No	6	
101.6	Supply Shipping Conveyors VSD spares	No	1	
102	Supply SCADA system	Sum	1	
102.1	Supply of services to replace SCADA System	Sum	1	
103	Supply A & B Shiploader HT power cable	No	2	
103.1	Supply A,B,C reclaimer HT power cable	No	3	
103.2	Supply A & B Stacker HT power cable	No	2	
104	Supply 1 x spare transformer for A&C Reclaimer	No	1	
104.1	Supply 1 x spare transformer for B Reclaimer	No	1	
105	Supply of components to refurbish High Mast Lights	No	15	
105.1	Supply of services to refurbish high mast lights and Light poles	No	15	
106	Supply mobile generator	No	1	
	TOTAL			

Description	Cost
Preliminaries & General	
Shiploader A & B	
Reclaimer A, B & C	
Stacker A & B	
Tippler A & B	
Galleries	
Slurry Pump system	
Transfer Houses	
Conveyor Systems	
Electrical Compliance	
Total Price (Excl. VAT) to be carried over to the Form of Offer & Acceptance C1.1	

Signed

Date

Name

Position

Tenderer

Prepared by:**Name**

: Mthokozisi Radebe

Job Title

: Capital Budget & Portfolio Manager(TPT Financial Planning)

Date

: 2023/08/18

PART C3: SCOPE OF WORK

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C3.2	<i>Principal Contractor's Works</i>	1
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SECTION 1

1 Description of the works

1.1 Executive overview

The works that the Principal Contractor is to perform involve conducting a refurbishment of the Port Elizabeth Manganese Terminal.

The majority of the equipment and structures are over 50 years old and well over the expected design life.

The Manganese Terminal has little operational redundancy when handling Manganese Ore volumes. Works, where possible, will be executed alongside operations or during the yearly planned Terminal Maintenance shuts.

A major refurbishment is an opportunity to address equipment reliability issues.

The refurbishment project is required to ensure the optimal operational use and availability of the Bulk Material Handling Equipment and the Manganese Terminal.

Transnet Port Terminals recognizes that the detailed requirement and specifications may not be available to the Principal Contractor. The Principal Contractor is to ensure that the appropriate site visit and inspections are conducted in order that the Principal Contractor may adequately price for like for like replacement. (Barring technology changes)

1.2 Employer's objectives

The goal of the refurbishment project is to ensure that the equipment operates safely and reliably, for the remainder of their operational life.

This refurbishment project is not an equipment upgrade and no increase in volume throughput is required.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BOT	Bulk Ore Terminal
CM	Construction Manager
CMC	Construction Management Contractor
COC	Certificate of Conformance
DoL	Department of Labour
DWG	Drawings
ECC	Engineering and Construction Contract
EC&I	Electronics, Controls & Instrumentations
EMP	Environmental Management Plan
EMS	Environmental Management System
HAZOP	Hazard and Operability Study
HIRA	Hazard Identification & Risk Assessment
H&S	Health & Safety



HSMP	Health and Safety Management Plan
IR	Industrial Relations
LDV	Light duty Vehicle
Native	Original electronic file format of documentation
NEC	New England Contract
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
PE	Port Elizabeth
QCP	Quality Control Plan
SANS	South African National Standards
SHE	Safety, Health and Environment
SHEQ	Safety, Health, Environmental and Quality
SOC	State Owned Company
SOW	Scope of Work
SSRC	Site Safety Review Committee
TIMS	Transnet Integrated Management system
TPT	Transnet Port Terminals

2 Engineering and the Principal Contractor's design

2.1 Employer's design

- 2.1.1 The Employer will not be conducting any design work on this project.
The Principal Contractor is to execute the refurbishment in line with the original designed throughput capacity of the Terminal.

2.2 Review and Acceptance of Principal Contractor Documentation

The Principal Contractor submits documentation as the 'Works Information' requires to the TPT Project Manager for review and acceptance.

2.3 Other requirements of the Principal Contractor's design

- 2.3.1 The Principal Contractor's design (if required) shall comply with the OEM's specifications.

2.4 Use of Principal Contractor's design

- 2.4.1 The Principal Contractor grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the works for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the Principal Contractor.

2.5 Design of Equipment

- 2.5.1 In the event of any design, the Principal Contractor submits his design details of his proposed Equipment in terms of NEC3 ECC Clause 23 to the TPT Project Manager for his acceptance.

2.6 Equipment required to be included in the works

- 2.6.1 Equipment required to complete the work amongst others as a minimum includes for:

- Craneage 120t
- Scaffolding
- Generators
- Cherry Pickers
- Low bed truck for transport
- Hydraulic jacks 100t min

2.7 As-built drawings, operating manuals and maintenance schedules

- 2.7.1 The Principal Contractor provides the following:

- As-built drawings (electronic [dwg and pdf format] and 4 x hard copies)
- Operating manuals (electronic and 3 x hard copies)
- Maintenance manuals (electronic and 3 x hard copies)

- 2.7.2 As-Built/Final Documentation

The Principal Contractor submits final documentation to the TPT Project Manager within 1-month of completing all works specific to an individual asset. This final documentation is submitted as "Certified", "As-built", or "Finally Accepted" by the TPT Project Manager or "Without Comment" documentation or documentation for which no further review is required. The final documentation is to eventually form part of the final Principal Contractor Manual(s) or Data Books.

2.7.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Principal Contractor confirms that they will adhere to the requirements of the 'Data Books and Manuals'

3 Construction

- 3.1.1 Temporary works, Site services & construction constraints

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

The Employer's requirements, which the Principal Contractor is to comply with, are stipulated in the Health & Safety Specification, Health & Safety Management Plan, Security Management Plan & TIMS SHEQ Guidelines

The Principal Contractor complies with the following requirements of the Employer:

- Access control procedures
- Medical and Induction procedures
- Legal appointments and training requirements

- 3.1.2 Restrictions to access on Site, roads, walkways and barricades

The Principal Contractor to use the roads in accordance with the Health and Safety Management Plan, Port Rules and National Road Traffic Regulations.

The battery limits for the site are depicted in the below photograph.



Figure 1 – Manganese Terminal

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

The Principal Contractor to allow and plan for his workforce to work on a 24/7 basis for the scheduled refurbishment period when utilising planned Maintenance shuts. Principal Contractor to obtain approval, to work the extended working hours from the Department of Labour before commencement of site establishment. Labour plan should indicate that all workmen will get enough time-off as required by Law.

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

Principal Contractor to submit, to the TPT Project Manager, detailed weekly records indicating hours worked for all workmen/staff on site.

3.1.5 Health and safety facilities on Site

Health and Safety requirements for this project are stipulated in the Health and Safety Specification and Health and Safety Management Plan.

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

Environmental requirements for this project are stipulated in the Environmental Baseline Report, Environmental Risk Assessment & TIMS Environment & sustainability Contractor specifications.

3.1.7 Title to Materials from demolition and excavation

The TPT Project Manager instructs the Principal Contractor how to table, mark, set aside and/or dispose of such materials for the benefit of the Employer in accordance with NEC3 ECC Clause 73.1.

Any disposal is for the Principal Contractors account. Proof of safety disposal and disposal certificate to be issued to Transnet for any Manganese contaminated or other hazardous materials

3.1.8 Cooperating with and obtaining acceptance of others

Successful completion of the contract depends on the effective interaction and co-operation of all Parties on Site. It is necessary to discuss the Principal Contractor's proposed activities and short-term programme on a day-to-day basis with the TPT Project Manager, to ensure effective

co-operation and a smooth interface between the activities of the Principal Contractor and Others working and operating in this area. This is in accordance with NEC3 ECC Clause 25.

3.1.9 Publicity and progress photographs

Contractors must be in the possession of a valid photo permit, obtained from the PE BOT, in order to take any project specific photographs i.e. progress photos. No photos, other than those specific to the project, are allowed to be taken.

3.1.10 Advertisement and Media Communication

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

3.1.11 Principal Contractor's Equipment

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

3.1.12 Principal Contractor's Site Establishment

An area for the Principal Contractor's Site Establishment will be made available, free of charge, to the Principal Contractor for the duration of the contract. The Principal Contractor establishes his offices, lay down area, stores and parking area in this location. The Principal Contractor ensures that this Site establishment area has a suitable security fence and the necessary access gates and control. The Principal Contractor does not encroach in any way on any operational area outside the fencing footprint. This prohibition includes foot traffic. To ensure this, the temporary site fence must be erected before any other work can start.

All preparation and fencing is to be done by the Principal Contractor for his account. The Site establishment area is to be clearly signposted and compliant with the relevant safety regulations and restrictions that might be in place until the Principal Contractor has de-established from the site. The TPT Project Manager, or his duly appointed representative, must accept the Site establishment layout prior to erection.

3.1.13 Site services and facilities:

The position of existing connection points for electricity and water are to be indicated by the TPT Project Manager to the Principal Contractor. The Principal Contractor is to make his own arrangements for the connection of such services to his Working Areas, for his use during construction.

An electrical connection point (220V and 380/525V) will be provided by the Employer within 50 m the site yard. Principal Contractor to provide cable and distribution board for welding and 220V. Principal Contractor to complete installation of electrical connection and provide COC. The Principal Contractor is to provide his own power in the event of a power failure, or disruptions caused by other tie-in activities effecting the greater BOT normal power supply, and is to have a generator on standby, thus not causing any delays in the execution of the works.

The Employer will provide a water point, 50m from the site yard. It is the Principal Contractors responsibility to distribute the water from this point onwards. There is no water-borne sewerage facility available. Principal Contractor to provide drinking water for all employees, inclusive sub-Contractors, under his control.

The cost of meters, connections, and all other usage costs associated with the provision of services are to the Principal Contractor's account.

The Principal Contractor is to provide his own compressed air, as is required to execute the works.

The Employer does not provide any security for the works for the duration of the contract and will not be responsible for any damage and/or losses incurred by the Principal Contractor in this regard.



Wherever the Employer provides facilities (including, *inter alia*, temporary power, water, waste disposal, etc) for the Principal Contractors use within the Working Areas and the Principal Contractor adapts such facilities for use, then the Principal Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.1.14 Facilities provided by the Principal Contractor:

a) Toilets

There is no water-borne sewerage facility available. The Principal Contractor provides, maintains, moves to new positions as required and finally removes portable chemical toilets of sufficient number at his cost. Toilets are to be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. The Principal Contractor makes his own arrangements with the Local Authority for the disposal of night soil at his cost.

b) Housing & Accommodation

Housing on Site, at the Principal Contractor camp or in the Port area is not permitted. The Principal Contractor is to provide suitable accommodation, off-site, for his workforce.

c) Offices

The Principal Contractor is to provide his own suitable temporary office facilities, to be placed within the confines of the identified site camp, for the use of his Project Team. Suitable eating/changing facilities to be provided for the Principal Contractors workforce.

The Principal Contractor is to provide a suitable temporary office for the TPT/CMC Team (6 work stations with chairs). The Principal Contractors ablution facilities will be shared with the TPT/CMC Team.

d) Temporary Lighting and Fencing

The Principal Contractor provides temporary lighting and fencing around every section occupied by them during the refurbishment works period. Such fencing demarcates and secures the construction area and is erected before work commences and is removed only upon Completion of the works. The Principal Contractor includes for all costs such as lighting and fencing, including access control into and out of these restricted areas. The TPT Project Manager's acceptance is to be obtained for the use of any temporary lighting on the Site due to the impact that this may have on vessel traffic and operations in the harbour and/or interference with surrounding operations. See Security Management Plan for detail and specifications. The lighting must be sufficient so that the works can be executed safely during night shifts.

e) Clearing of Site after Completion

Wherever the Principal Contractor provides facilities (either their own or for the TPT Project Manager and/or Supervisor) and all items of Equipment, involving, *inter alia*, offices, toilets, laboratories, Materials storage, compound areas, etc, within the Working Areas, then the Principal Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and Items of Equipment.

f) Principal Contractor's responsibility

Unless expressly stated as a responsibility of the Employer in this document, Site services and facilities and all residual requirements for the provision of facilities and all items of Equipment necessary for the Principal Contractor to Provide the Works, remains the responsibility of the Principal Contractor.

g) Giving notice of work to be covered up

The Principal Contractor notifies the TPT Project Manager in writing of any elements of the works which are to be covered up, not less than 24 (twenty-four) hours prior to proposed covering up.

3.1.15 The Principal Contractor provides the following facilities for the TPT Project Manager and Supervisor: Mobile office within the identified site for TPT/CMC Team (6 workstations with chairs). The Principal Contractors ablution facilities will be shared with the TPT/CMC Team.

3.1.16 Wherever the Principal Contractor provides facilities (either his own or for the TPT Project Manager and/or Supervisor) and all items of Equipment, involving, *inter alia*, offices,

accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the Principal Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

- 3.1.17 Unless expressly stated as a responsibility of the Employer as stated under 3.1.14 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Principal Contractor to Provide the Works remains the responsibility of the Principal Contractor.
- 3.1.18 The Principal Contractor inspects the existing adjoining works / premises / properties / with which the works interfaces in conjunction with the TPT Project Manager prior to starting his own work where it is considered that the Principal Contractor may be held liable for damage caused to the existing plant or equipment. A detailed photographic report will be required.
- 3.1.19 The control of noise, dust, water and waste from the activities by the Principal Contractor as part of this Contract, shall be the responsibility of the Principal Contractor.
- 3.1.20 The Principal Contractor complies with the local bylaws and other statutory regulations with regards to the control of noise, dust, water and waste control.
- 3.1.21 The Principal Contractor complies with the following constraints in the execution of the works: Full Port operations shall be maintained to the areas not affected by the Principal Contractors works. At all other times, the Principal Contractor shall ensure that he does not interfere or restrict any of the port operations at any time, during the refurbishment period.
- 3.1.22 The Principal Contractor shall be responsible for the commissioning of the scope of works, so that it can be handed over to BOT Engineering/Operations for them to reintegrate it in the existing BOT operational system.

3.2 Completion, testing, commissioning and correction of Defects

- 3.2.1 The work to be done by the Completion Date

The site erection methodology and work method shall be as agreed between the TPT Project Manager and the Principal Contractor, considering the interface requirements with other Site activities by Others, and the demands of the port operations during the Contract period.

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

- 3.2.2 The Principal Contractor is permitted to carry out Performance testing of the works immediately after Completion.
- 3.2.3 Use of the works before Completion has been certified shall not be required.
- 3.2.4 The Principal Contractor provides the following commissioning activities to bring the works in use in liaison with the Employer,

3.2.4.1 Stage 1 – Pre-commissioning / Completion of Erection and Installation

The Stage 1 activities are all those activities that take place prior to Cold Commissioning including Mechanical/E,C&I and Physical completion ready to be subjected to functional testing, Punch listing (defect list) and completion of all Category A and B punch items. Mechanical/E, C&I and physical completion includes running the conveyor selection routes, flushing, hydro testing, pressure testing and other test necessary before being integrated into functional modules. Check direction of motors, check wiring connections, establish electrical power supplies at end users, and ensure that mechanical connections are tight and safe etc.

3.2.4.2 Stage 2 – Cold Commissioning

Cold Commissioning activities are those required to bring any plant system, stream, module, unit from the status of mechanical completion to the point where Hot Commissioning may commence under the supervisory control of the relevant Contractor and the issue of Cold Commissioning Certificate. This will entail running the system, Module or Unit under no load conditions and where applicable, on automatic control with stimulations as required.

The activities cover a very wide range and include checks on electrical, motors, control and safety systems as well as running the plant under simulated conditions without load.

Perform all activities to ensure handover and issuing of Cold Commissioning certificate

3.2.4.3 Stage 3 – Hot Commissioning (System Integration and Load Tests)

This stage of Commissioning consists of placing the Works into operation by BOT, Projects team, Principal Contractors and Equipment Suppliers, using the operating and maintenance personnel of BOT. Hot Commissioning includes performance testing of the Works in terms of the Contract.

For detail on commissioning requirements see Commissioning Plan – Annexure F

- 3.2.5 The Principal Contractor shall assist with the start-up procedures required to put the works into operation.
- 3.2.6 The Employer shall take over the Plant as soon as the Works have successfully passed any required Performance/Acceptance Test with only Category 'C' Punch List Items remaining with a commitment to complete the Category 'C' Punch List Items by an agreed date during the Defects Correction/Warranty Period and following the application by Principal Contractor for a Completion Certificate, a Completion Certificate will be issued.
- 3.2.7 The Principal Contractor ensures that the TPT Project Manager has a full and accurate dossier of As-built documents that represent the combined Structural, Mechanical, Electrical and Controls & Instrumentation status of the completed works (to include Plant within the works) to present to the Employer, as appropriate at the earlier of take-over or Completion.
- 3.2.8 The Principal Contractor ensures that the TPT Project Manager has a full and accurate dossier of Maintenance and Operating Manuals as appropriate at the earlier of take-over or Completion.
- 3.2.9 Where the Principal Contractor has presented Maintenance and Operating Manuals as appropriate to the TPT Project Manager at take-over, the Principal Contractor modifies and updates As-built documents as necessary prior to Completion.
- 3.2.10 Access given by the Employer for correction of Defects shall be arranged by the TPT Project Manager, and if such correction requires the Plant and Materials be shut down, the timing and period of shutdown shall be scheduled to suit the Port Operations. For the period of shutdown to correct defects, the Principal Contractor shall take over the Plant and Materials, and accept all risks that were assumed as part of the original Contract for the period until handing over the Plant and material to the Employer after correcting defects.
- 3.2.11 The Principal Contractor complies with the following constraints and procedures of the Employer where the TPT Project Manager arranges access for the Principal Contractor after Completion: security access requirements, restrictions to areas which do not form part of the site: safety precautions that need to be taken as part of the Site Management Plan, and safety inductions of staff.
- 3.2.12 The Principal Contractor performs the following performance tests after Completion of the works:
 - Operational tests during Cold Commissioning, without material.
 - Endurance/Proofing test of 100 hours, under full designed load as complete operating system.
 - Hot Commissioning Certificate will be signed-off and the project to be taken over by the BOT on completion of endurance tests.
- 3.2.13 The Principal Contractor facilitates training workshops with the Employer's nominated staff on any new technology introduced on the plant after Completion of the works.

4 Plant and Materials Standards and Workmanship

4.1 Site Location & General Layout

See Part 4: Site Information

4.2 Scope of Works Background

During the scope finalization of the refurbishment the following were taking into consideration:

- Installation of technological improvements;
- carry out structural repairs;
- implement large scale corrosion protection
- renew the integrity of electrical components of the asset;
- refurbish components or systems that are normally only exposed to maintenance services;
- upgrade components that have become obsolete; and
- Replace components where interchangeability with replacement parts is not possible without equipment outage.

The scope of the refurbishment was categorized into three (3) engineering disciplines, namely:

- Mechanical - includes components or systems such as the open gear systems, gearboxes, hydraulic systems, and rotating and moving parts;
- Structural - includes wear liners, supporting structures (if required) and areas of possible structural damage (cracking deformation wear). Additionally, includes maintenance detection;
- Electrical, control and instrumentation (EC&I) - includes panels and drives that is approaching the end of their useful life, or has become obsolete or, where newer technologies can be incorporated. Terminal Electrical Compliance may be required to be completed

4.3 Scope of Works

The scope of work for the refurbishment can be summarised as follows and the works that the Principal Contractor is to perform involve;

4.3.1 Site establishment

Provision, transportation, off-loading and placement of all temporary offices, equipment and all other infrastructure required for execution of the works. Timous finalizing of all training, medicals, permits and other documentation required, in order to commence with the execution works.

4.3.2 Execution of SOW activities

Execution of all SOW activities planned for the refurbishment.

4.3.3 Management & resources

Site Supervision, SHEQ Management, Site labour to work 24/7 (during planned Maintenance windows) within labour laws Compliance with the Department of Labour (DoL) with an approved mandate for extended working hours (If required), PPE, security-requirements, site equipment, craneage, vehicles, general tools, jacking tools/trestles, scaffolding, lighting and others.

4.3.4 Commissioning

After Pre, Cold, and Hot Commissioning, all works is handed over to the BOT in "Safe for Operation" mode. See Commissioning Plan for detailed requirements.

4.3.5 Project close out



Project close out to be formally documented to cover all aspects of safety, training, as-built / red-line drawings, user manuals and updated maintenance procedures. All close out documentation to be handed over to the TPT Project Manager in hard copy format, as well as in electronic format.

- 4.3.6 Site de-establishment Removal from site of all temporary offices and infrastructure, equipment, tools etc., belonging to the Principal Contractor. Clear the site and hand back to the Employer

4.3.7 Scope of works (Technical Scope)

The table below lists the technical scope to be executed during the refit shut.

For Further information, see Detailed Scope within the Engineering Report, Annexure E

Preliminaries and General			
SOW No	DESCRIPTION	Sum/No	TOTAL COST
1	Preliminary and General, project management and overhead costs, craneage, equipment, vehicles, tools, access requirements, assessing free issue equipment, civils works for site establishment and execution of works, also including meeting the requirements of Health & Safety, Environmental, Quality, Construction Management, Execution and Commissioning, as stipulated in the Scope of Work Includes for any familiarization of installed equipment Contractor to provide a detailed cost breakdown for this item.	Sum	

STACKER A & B				
SOW No	DESCRIPTION	Sum/No	QTY Stacker A	QTY Stacker B
2	Supply of Services for High pressure Cleaning	Sum	1	1
3	Supply Travel drives	No.	4	4
3.1	Supply of service to replace Travel drives	No.	4	4
4	Supply spare Travel drives	No.	2	2
5	Supply Travel Brakes.	No.	4	4
5.1	Supply of service to replace Travel Brakes	No.	4	4
6	Supply spare Travel Brakes.	No.	4	4
7	Supply of components to refurbish the Centralised Automatic Lube System	Sum	1	1
7.1	Supply of services to refurbish the Centralised Automatic Lube System	No.	1	1
8	Supply Slew Drive Reducers.	No.	2	2
8.1	Supply of service to replace slew drive reducers	No.	2	2
9	Supply spare Slew drive reducers	No.	2	2
10	Supply of components to refurbish the Operators Cabin	Sum	1	1
10.1	Supply of Services to refurbish the Operators Cabin	No.	1	1
11	Supply of components to refurbish the Luffing System	Sum	1	1
11.1	Supply of Services to refurbish the Luffing System	No.	1	1
12	Supply Slew Cable Carrier/Energy chain	No.	1	1
12.1	Supply of services to replace Slew Cable Carrier/Energy chain	No.	1	1
13	Supply of services to install the main Main Power Cable Reel	No.	1	1
14	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement.	Sum	1	1
15	Supply of components to refurbish the E-House	Sum	1	1
15.1	Supply of Services to refurbish the E-House	No.	1	1
16	Supply all local maintenance/control stations.	Sum	1	1
16.1	Supply of Services to Replacement all local maintenance/control stations.	No.	1	1
17	Supply of LV Circuit breaker main incomer	Sum	1	1
17.1	Supply of services to replace the LV Circuit breaker main incomer	No.	1	1
18	Supply UPS system	Sum	1	1
18.1	Supply of services to replace the UPS system	No.	1	1
19	Supply Boom hinge points	No.	4	4
19.1	Supply of Services to replace Boom hinge points	No.	4	4



RECLAIMER A, B & C					
SOW No	DESCRIPTION	Sum/No	QTY Reclaimer A	QTY Reclaimer C	QTY Reclaimer B
20	Supply of Services for High pressure Cleaning	Sum	1	1	1
21	Supply Travel drives	No.	4	4	4
21.1	Supply of services to replace Travel drives	No.	4	4	4
22	Supply spare Travel drives	No.	2	2	2
23	Supply Travel Brakes.	No.	4	4	4
23.1	Supply of services to replace Travel Brakes.	No.	4	4	4
24	Supply spare Travel Brakes.	No.	4	4	4
25	Supply of components to refurbish the Centralised Automatic Lube System	Sum	1	1	1
25.1	Supply of services to refurbish the Centralised Automatic Lube System	No.	1	1	1
26	Supply Slew Drive Reducers	No.	2	2	2
26.1	Supply of services to replace Slew Drive Reducers	No.	2	2	2
27	Supply spare Slew drive reducers.	No.	1	1	0
28	Supply Bucket Wheel	Sum	1	1	1
28.1	Supply of Services to install the Bucket Wheel	No.	1	1	1
29	Supply of components to Refurbish the old Bucket Wheel	Sum	1	0	1
29.1	Supply of services to Refurb the old Bucket Wheel	Sum	1	0	1
30	Supply Hose reel system	No.	1	1	1
30.1	Supply of services to install the Hose Reel System	No.	1	1	1
31	Supply of components to refurbish the Operators Cabin	Sum.	1	1	1
31.1	Supply of Services to refurbish the Operators Cabin	Sum.	1	1	1
32	Supply Slew Cable Carrier/Energy chain	No.	1	1	1
32.1	Supply of Services to replace Slew Cable Carrier/Energy chain	No.	1	1	1
33	Supply Main Power Cable Reel.	No.	1	1	0
33.1	Supply of services to install the main Main Power Cable Reel	No.	1	1	1
34	Supply 20ft Containers for storage of long lead items	No.	4	0	0
35	Supply Luffing cylinder	Sum	1	1	1
35.1	Supply of services to install Luffing cylinders	No.	1	1	1
36	Supply spare luffing cylinder.	Sum	1	1	1
37	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement.	Sum	1	1	1
38	Supply of components to refurbish the E-House	Sum	1	1	1
38.1	Supply of services to refurbish the E-House refurbishment	Sum	1	1	1
39	Supply of components to refurbish the Dust Suppression System.	Sum	1	1	1
39.1	Supply of services to refurbish the Dust Suppression System.	No.	1	1	1
40	Supply all local maintenance/control stations.	Sum	1	1	1
40.1	Supply of services to replace all local maintenance/control stations.	No.	1	1	1
41	Supply HT incoming circuit breaker	Sum	1	1	1
41.1	Supply of services to replace the HT incoming circuit breaker	No.	1	1	1
42	Supply UPS system	Sum	1	1	1
42.1	Supply of services to replace the UPS system	No.	1	1	1
43	Supply of services to install the Slew bearing/Gear.	No.	1	1	0
44	Supply Boom hinge points	No.	4	4	4
44.1	Supply of Services to replace Boom hinge points	No.	4	4	4

SHIPLOADER A & B					
SOW No	DESCRIPTION	Sum/No	QTY Shiploader A	QTY Shiploader B	
45	Supply of services for High pressure Cleaning.	Sum	1	1	
46	Supply travel drives	No.	4	4	
46.1	Supply of services to replace travel drives	No.	4	4	
47	Supply spare travel drives	No.	2	2	
48	Supply Travel Brakes.	No.	4	4	
48.1	Supply of services to replace Travel Brakes.	No.	4	4	
49	Supply spare Travel Brakes.	No.	4	4	
50	Supply of components to refurbish the Operators Cabin	Sum	1	1	
50.1	Supply of Services to refurbish the Operators Cabin	No.	1	1	
51	Supply of components to refurbish the Motor/luff House	Sum	1	1	
51.1	Supply of services to refurbish the Motor/luff House	No.	1	1	
52	Supply Main Power Cable Reel.	No.	1	1	
52.1	Supply of services to install the main Main Power Cable Reel	No.	1	1	
53	Supply of services for Structural repairs/corrosion protection/weld repairs/NDT's of critical areas/Bolt replacement (A frame base replacement).	Sum	1	1	
54	Supply the Boom tip cowling.	No.	1	1	
54.1	Supply of services to replace the Boom tip cowling	No.	1	1	
55	Supply & the pipe chute.	No.	1	1	
55.1	Supply of services to replace the pipe chute.	No.	1	1	
56	Supply of components to refurbish the E-House	Sum	1	1	
56.1	Supply of services to refurbish the E-House refurbishment	Sum	1	1	
57	Supply all local maintenance/control stations.	Sum	1	1	
57.1	Supply of services to replace all local maintenance/control stations.	Sum	1	1	
58	Supply HT incoming circuit breaker	Sum	1	1	
58.1	Supply of services to replace the HT incoming circuit breaker	Sum	1	1	
59	Supply UPS system	Sum	1	1	
59.1	Supply of services to replace the UPS system	No.	1	1	
60	Supply Boom hinge points	No.	4	4	
60.1	Supply of Services to replace Boom hinge points	No.	4	4	
61	Supply of components to refurbish the Transfer chutes in tripper car and No10/11 belt.	sum	1	1	
61.1	Supply of services to refurbish the Transfer chutes in tripper car and No10/11 belt.	No.	1	1	

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DESCRIPTION OF THE WORKS: PROVISION OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.



TIPPLER A & B			
SOW No	DESCRIPTION	Sum/No	QTY
		Tippler A	Tippler B
62	Supply of services to realignment of drive shaft	No	1
63	Supply spare drive shaft	No	1
64	Drive shaft plinth replacement/repair	Sum	1
65	Supply of components to refurbish the Side Arm Charger	Sum	1
65.1	Supply of services to refurbish the Side Arm Charger	No.	1
66	Supply of components to refurbish the Apron feeder	Sum	1
66.1	Supply of services to refurbish the Apron feeder	No	1
67	Supply reocarb bin liners.	Sum	1
67.1	Supply of services to replace reocarb bin liners.	No	1
68	Supply of services to repair Concrete bin structural cracks	Sum	1
69	Supply rail scales.	No	2
69.1	Supply of services to replace rail scales.	No	2
70	Supply of components to refurbish tippler motors.	Sum	1
70.1	Supply of services to refurbish tippler motors.	No	1
71	Supply of services to align the side arm charger rail system	No	1
72	Supply the Pre-wetting structure	Sum	1
72.1	Supply of services to replace the Pre-wetting structure	No	1
73	Supply of components to refurbish the Dust Suppression System.	Sum	1
73.1	Supply of services to refurbish the Dust Suppression System.	No	1
74	Supply of components to refurbish the Operators Cabin	Sum	1
74.1	Supply of services to refurbish the Operators Cabin	No	1
75	Supply of components to replace the Tippler Simocodes with VSD's	Sum	1
75.1	Supply of services to replace Tippler Simocodes with VSD's	No	1

GALLERIES			
SOW No	DESCRIPTION	Sum/No	QTY
76	Supply of materials for Structural Repair & corrosion protection.	Sum	1
76.1	Supply of Services for Structural Repair & corrosion protection.	No	1
77	Supply of materials for Civil repairs to support plinths.	Sum	1
77.1	Supply of services for Civil repairs to support plinths.	No	1
78	Supply of materials for Civil replacement of walkway slabs	Sum	1
78.1	Supply of services for Civil replacement of walkway slabs	No	1
79	Supply of materials to replace cladding	Sum	1
79.1	Supply of services to replace cladding	No	1

TRANSFER HOUSES			
SOW No	DESCRIPTION	Sum/No	QTY
80	Supply of materials to replace Cladding	Sum	1
80.1	Supply of services to replace Cladding	No	1
81	Supply of materials for corrosion protection & Structural Repairs	Sum	1
81.1	Supply of services for corrosion protection & Structural Repairs	No	1
82	Supply of materials for Service beams with crawlers	No	11
82.1	Supply of services to install Service beam with crawlers with certification	No	11
83	Supply of materials for Civils repairs	Sum	1
83.1	Supply of services for Civils repairs	No	1
84	Supply of materials to refurbish all transfer chutes/tripper cars.	No	18
84.1	Supply of services for the refurbishment of transfer chute/tripper cars.	No	18

SLURRY PUMPS			
SOW No	DESCRIPTION	Sum/No	QTY
85	Supply of components for Slurry Pump System	Sum	1
85.1	Supply of services to replace Slurry Pumps System	Sum	1



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CONVEYOR SYSTEMS			
SOW No	DESCRIPTION	Sum/No	QTY
86	Conveyor CV1A & CV1B		
86.1	Supply Drive unit	No	2
86.2	Supply of Service to install drive units	No	2
86.3	Supply 1 x spare drive unit	No	1
86.4	Supply tail/head end pulleys 2 x sets	No	2
86.5	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
86.6	Supply of services to refurbish the Belt Counterweight system	No	2
87	Conveyor CV2A & 2B		
87.1	Supply 1 x spare drive unit	No	1
87.2	Supply tail/head end pulleys 2 x sets	No	2
87.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
87.4	Supply metal detection	No	2
87.5	Supply of services to replace the metal detection system	No	2
87.6	Supply of services to refurbish the belt tensioning system	No	2
87.7	Supply belt scales	No	2
87.8	Supply of services to replace the belt scales	No	2
88	Conveyor CV3A & 3B		
88.1	Supply 1 x spare drive unit	No	1
88.2	Supply tail/head end pulleys 2 x sets	No	2
88.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
88.4	Supply of services to refurbish Belt Counterweight system	No	2
89	Conveyor CV4A & 4B		
89.1	Supply 1 x spare Drive unit	No	1
89.2	Supply centre point submersible pump	No	2
89.3	supply of services to replace centre point submersible pump	No	2
89.4	Supply tail/head end pulleys 2 x sets	No	2
89.5	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
89.6	supply of services to refurbish Belt Counterweight system	No	2
90	Conveyor CV5A & 5B (Stackers)		
90.1	Supply of services to refurbish threaded belt tensioning system	No	2
90.2	Supply Boom Conveyor Drive Train.	No	2
90.3	Supply of services to install the boom Conveyor Drive Train.	No	2
90.4	Supply refurbished Boom Conveyor Drive Train.	No	2
90.5	Supply tail/head end pulleys 2 x sets	No	2
90.6	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
90.7	Supply tail/head end pulleys 2 x sets	No	2
91	Conveyor CV6A, 6B & 6C		
91.1	Supply 1 x spare drive	No	1
91.2	Supply centre point submersible pump	No	3
91.3	supply of services to replace centre point submersible pump	No	3
91.4	Supply metal detection system for Conveyor 6A	No	1
91.5	Supply tail/head end pulleys 3 x sets	No	3
91.6	Supply of services to replace the tail/head end pulleys. 3 x sets	No	3
91.7	Supply of services to install metal detection system for Conveyor 6A	No	1
91.8	Supply of services to refurbish the Belt Counterweight system	No	3
92	Conveyor CV7A & 7B		
92.1	Supply 1 x spare Drive unit	No	1
92.2	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
92.3	Supply Metal detection system	No	2
92.4	Supply of services to replace the Metal detection system	No	2
92.5	Supply belt scales	No	2
92.6	Supply of services to replace the belt scales	No	2
92.7	Supply of services to refurbish the belt tensioning system	No	2
93	Conveyor CV8A & 8B		
93.1	Supply 1 x spare Drive unit	No	1
93.2	Supply tail/head end pulleys 2 x sets	No	2
93.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
93.4	Supply magnetic belt system	No	2
93.5	Supply of services to install the magnetic belt system	No	2
93.6	Supply belt scales	No	2
93.7	Supply of services to replace belt scales	No	2
93.8	supply of services to refurbish the Belt Counterweight system	No	2
94	Conveyor CV9A & 9B		
94.1	Suply 1 x spare Drive unit	No	1
94.2	Supply tail/head end pulleys 2 x sets	No	2
94.3	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
94.4	supply of services to refurbish Belt Counterweight system	No	2



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CONVEYOR SYSTEMS			
SOW No	DESCRIPTION	Sum/No	QTY
95	Conveyor CV10A & 10B		
95.1	Supply Drive unit	No	2
95.2	Supply of services to replace Drive unit	No	2
95.3	Supply 1 x spare drive unit	No	1
95.4	Supply of services to replace tail/head end pulley 2 x sets	No	2
95.5	Supply of services to refurbish threaded belt tensioning system	No	2
96	Conveyor CV11 A & CV11B		
96.1	Supply components for Moving Carriage refurbishment	No	2
96.2	Supply of services to refurbish the Moving Carriage	No	2
96.3	Supply of services to refurbish the belt tensioning device	No	2
96.4	Supply Boom Conveyor Drive Train.	No	2
96.5	Supply of services to refurbish the Boom Conveyor Drive Train.	No	2
96.6	Supply refurbished Boom Conveyor Drive Train.	No	2
96.7	Supply tail/head end pulleys 2 x sets	No	2
96.8	Supply of services to replace the tail/head end pulleys. 2 x sets	No	2
96.9	Supply tail/head end pulleys. 2 x sets	No	2
97	Conveyor A, B, C Reclaimers		
97.1	Supply of services to refurbish A & C threaded belt tensioning system	No	2
97.2	Supply of services to refurbish B hydraulic belt tensioning system	No	1
97.3	Supply boom Conveyor Drive Train.	No	3
97.4	Supply of services to install boom Conveyor Drive Train.	No	3
97.5	Supply refurbished Boom Conveyor Drive Train.	No	2
97.6	Supply boom belt scales	No	3
97.7	Supply of services to replace boom belt scales include calibration	No	3
97.8	Supply tail/head end pulleys 3 x sets	No	3
97.9	Supply of services to replace the tail/head end pulleys. 3 x sets	No	3
97.10	Supply tail/head end pulleys 3 x sets	No	3
98	Conveyor Corrosion Protection & Structural repairs		
98.1	Supply of components for Corrosion protections & Structural repairs	Sum	1
98.2	Supply of services for Corrosion Protection & Structural repairs	Sum	1

ELECTRICAL COMPLIANCE			
SOW No	DESCRIPTION	Sum/No	QTY
99	Substation Refurbishment		
99.1	T8 LV Substation fire detection	Sum	1
99.2	MCC Control Centre fire detection & HVAC	Sum	1
	Ore Berth East		
99.3	Supply of materials for Fire detection/HVAC	Sum	1
99.4	Supply of services to replace fire detection/HVAC	Sum	1
99.5	Supply of materials for substation refurbishment	Sum	1
99.6	Supply of services to refurbish substation	Sum	1
	Ore Berth East Containerised		
99.7	Supply of materials for Fire detection/HVAC	Sum	1
99.8	Supply of services to replace fire detection/HVAC	Sum	1
99.9	Supply of materials for substation refurbishment	Sum	1
99.10	Supply of services to refurbish substation	Sum	1
	T9 Mini substation		
99.11	Supply of materials for Fire detection/HVAC	Sum	1
99.12	Supply of services to replace fire detection/HVAC	Sum	1
99.13	Supply of materials for substation refurbishment	Sum	1
99.14	Supply of services to refurbish substation	Sum	1
100	Supply of components for electrical compliance	Sum	1
100.1	Supply of services for the installation of components for electrical compliance	Sum	1
101	Supply A & B Charger VSD spares	No	2
101.1	Supply Stacking conveyor VSD spares	No	4
101.2	Supply A & B Stacker VSD spares	No	4
101.3	Supply A & C Reclaimer VSD spares	No	5
101.4	Supply B Reclaimer VSD spares	No	5
101.5	Supply A & B Shiploader VSD spares	No	6
101.6	Supply Shipping Conveyors VSD spares	No	1
102	Supply SCADA system	Sum	1
102.1	Supply of services to replace SCADA System	Sum	1
103	Supply A & B Shiploader HT power cable	No	2
103.1	Supply A,B,C reclaimer HT power cable	No	3
103.2	Supply A & B Stacker HT power cable	No	2
104	Supply 1 x spare transformer for A&C Reclaimer	No	1
104.1	Supply 1 x spare transformer for B Reclaimer	No	1
105	Supply of components to refurbish High Mast Lights	No	15
105.1	Supply of services to refurbish high mast lights and Light poles	No	15
106	Supply mobile generator	No	1

4.4 Site related items to be provided with responsibility

The table below lists site related items to be provided and the party responsible.

Note, this list may not be exhaustive, and any additional items required will be assumed to be for the Principal Contractor to provide and must be allowed for in his tender price.

NO	ITEM DESCRIPTION	BOT/TPT	PRINCIPAL CONTRACTOR
1	TPT special & task specific PPE requirements		X
2	Suitable Accommodation and meals for the Site Crew		X
3	Permits from DOL for working overtime, Sundays and extended hours		X
4	Application to DOL for permit to Execute the Works. Principal Contractor to provide required documentation.		X
5	Provide a suitable area for Site Establishment	X	
6	Provision of water within 50m from Site Yard	X	
7	All Containers and Mobile Offices/Eating- & Ablution Facilities for all Principal Contractors' Workforce.		X
8	Provide Mobile Office for TPT/CMC Team (6 work stations with chairs).		X
9	Power Supply (220V and 380/525V) within 50 m of site yard by TPT. Principal Contractor to complete installation and provide COC for site office. Principal Contractor to make provision for site power.	X	X
10	Principal Contractor to provide power in the event of a power failure. Standby generator to be provided.		X
11	Adequate area lighting for safe execution of work during night shifts		X
12	Compressed Air within 50m from point of work		X
13	Containers for the disposal of scrap metal, cleaning tags and other waste materials in demarcated area.	X	
14	Sorting of contaminated and reclaimable waste (i.e Scrap, steel oil & Cables) and disposal/removing from site.		X
15	Remove all components which were replaced with new/refurbished components to the laydown area		X
16	All Support structures (inclusive of load testing and engineers sign-off), barricading, safe access, signage and scaffolding required.		X
17	All lubrication requirements, on existing equipment, outside of the Principal Contractors scope (Oil, grease etc. as per OEM Specification).	X	
18	All new and refurbished components to be delivered fully lubricated/filled with oil and ready for commissioning after installation.		X
19	Responsibility for conveyor belt cutting/splicing.	X	
20	Fire extinguishers, radios and other items required for Commissioning		X
21	Cleaning of Machine of all excess material and other debris		X
22	Qualified Operator available as and when required (24-hour notification required from Principal Contractor)	X	
23	All fencing around Principal Contractor's site yard, traffic control with signage/ flagmen and security control.		X
24	All Lock-out equipment: Locks, calipers and tags (Principal Contractor & TPT to provide own)	X	X
25	Existing conveyors, to be protected from the construction works		X

4.5 Construction / Execution / Commissioning

The Principal Contractor is to ensure that aspects applicable to construction / execution process, as described in the Commissioning Plan are included

4.6 Method Statements

Method Statements to be prepared for all major activities to be executed on site, as identified by the Principal Contractor. These method statements shall include detailed Risk Assessment, with planned mitigations to ensure safe execution, using the correct Equipment, Tools and Competent and well-trained Workforce.

Note to tenderers:

Method Statement for bucket wheel, Luffing cylinder, hinge point and slew bearing replacement to be approved by an ECSA registered engineer.



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5 List Of Drawings

Refer to the Engineering report (Annexure E) for Terminal drawings.

On completion of the refurbishment the as-built drawings, must be submitted, by Principal Contractor, to the Employer.

SECTION 2

6 Management and start up

6.1 Management meetings

Regular meetings will be convened and chaired by the TPT Project Manager, as follows:

Meetings during execution phase:	Frequency	Attendance by:
Daily coordination, feedback and planning meeting	Daily	Teams from TPT, CMC, TPT and Principal Contractor
Weekly SHE Meetings	Weekly	Construction Management Team (CMC), TPT Project Manager, Principal Contractors Management Teams
SHE Pre-mobilisation Meeting (Once-off)	Within one Week prior to site establishment by Principal Contractor and his sub Contractors.	Construction Management Team (CMC), TPT Project Manager, Principal Contractors Management Teams
Site Handover meeting (Once-off)	On completion of Site Establishment.	Construction Management Team (CMC), TPT Project Manager, Principal Contractors Management Teams
Meetings during commissioning phase:	Frequency	Attendance by:
Daily coordination and planning meeting	Daily	Commissioning teams from TPT, CMC and Principal Contractor

All meetings will take place at the Port of Port Elizabeth except for cases where arrangements have been made to conduct the meetings via telecon. It is a requirement that the Principal Contractor provide the scribe for these meetings. All the necessary costs associated with these meetings and taking of minutes (inclusive of distribution and document control) must be part of the Preliminaries and Generals cost.

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

6.2 Documentation Control

Electronic files submitted for the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions.

Electronic files that are delivered as attachments to e-mail messages shall not exceed 5MB total file size due to limitations in the Employer's electronic mail system. Electronic files that exceed this limit must be submitted to the Employer on a memory stick delivered under cover of a transmittal.

All documentation and data created for the Project shall be numbered and named according to the requirements of the Employer.

All documentation that is submitted to the Employer for review shall be provided to the Project in "wet signature" hard copy format along with the associated corresponding electronic 'native files' and PDF renditions. All final documentation shall be provided in the same format.

6.3 Safety management

- 6.3.1 The Principal Contractor is to comply with the Health & Safety Specification, Health & Safety Management Plan and TIMS SHEQ Specification.
- 6.3.2 The Principal Contractor ensures that its Sub Contractors comply with the requirements of the Health and Safety Specification and Health and Safety Management Plan.
- 6.3.3 The Principal Contractor to compile a Health and Safety Plan to cover all SHEQ legislative- and other legal requirements. Health and Safety Plan to be submitted with tender, for approval by Employer and Employer's appointed Health and Safety Agent.
- 6.3.4 Principal Contractor to prepare a detail HAZOP study and Site/Task Specific Risk Assessment (HIRA), prior to carrying out any operation on the Site and/or Working Area to the approval of TPT Project Manager.
- 6.3.5 Principal Contractor's Health & Safety Plan, method statements, HAZOP & HIRA studies and other documentation required, to be approved by Employer.
- 6.3.6 Principal Contractor to obtain timely approval, from the Department of Labour to work extended working hours.
- 6.3.7 Principal Contractor to provide proof of "Medical Fitness" and "Training Certification" for all employees. The Principal Contractor's and Sub Contractor's personnel working on Site are required to undergo medical and drug tests.
- 6.3.8 Prior to site establishment all the Principal Contractor's- as well as all Sub Contractor's employees will undergo a Health and Safety induction course and other required safety training.
- 6.3.9 The Principal Contractor in the performance of the works establishes an incentive programme for its employees with respect to Health and Safety compliance.
- 6.3.10 The Principal Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.
- 6.3.11 The Principal Contractor makes the Health and Safety Specification and Health and Safety Management Plan available to its employees and Sub Contractors in the language of this contract and other local languages as required.
- 6.3.12 The roles and responsibilities of the various personnel acting on behalf of the TPT Project Manager with respect to health and safety issues are as stated in the paragraphs following:
- 6.3.13 The Principal Contractor shall provide a full time Safety Officer on Site and in Working Areas who will cover all activities including overtime and weekend work.
- 6.3.14 The Principal Contractor shall transport personnel in a safe manner from the access boom to the Site. Walking between the main entrance gate and the Site is prohibited. No transport of employees on the back of an open LDV or vehicle is allowed.
- 6.3.15 No alcohol is permitted on Site and Transnet property. The Employer has zero tolerance on Site. Employees found under the influence will be removed from Site and will not be allowed on Site again.
- 6.3.16 All Equipment, cranes and Plant is to be inspected by the Employer before commencement of work.
- 6.3.17 Constant supervision is required on Site during execution of works. The presence of appointed supervision is therefore required on Site at all times.

6.4 Environmental constraints and management

- 6.4.1 In undertaking the works (including all incidental services required), the Principal Contractor is to fully comply with all the requirements of the documents listed below including the development and implementation of any required Environmental Management Plan (EMP) or Environmental Method Statements (EMS).

- Environmental Baseline Report
- Environmental Risk Report
- TIMS SHEQ Specification

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

6.5 Quality Management Systems

- 6.5.1 In undertaking the works (including all incidental services required), the Principal Contractor is to follow the requirements of the items listed below.
- 6.5.2 The Principal Contractor shall execute the works in accordance with the requirements of the Quality Management Plan & TIMS SHEQ Specification
- 6.5.3 The Principal Contractor must submit his Quality Management System (Policy) and other documents as part of the tender documentation.
- 6.5.4 The Principal Contractor submits his Quality Management System documents to the TPT Project Manager as to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
 - A Typical Quality Control Plan (QCP) (for each task)
 - Typical data book index
- 6.5.5 Due consideration must be given to the deliverables required to execute and complete the contract as per ISO 9001 Quality Management Standard or an appropriate quality management system.
- 6.5.6 The Principal Contractor is to provide QCP's and Method Statements for all scope items to the TPT Project Manager and CMC, for review and approval, at least one week prior to the execution of the works.
- 6.5.7 The Principal Contractor is to provide QCP's and quality checklists for refurbishment items/components being manufactured off site, as per the discretion of the TPT Project Manager.
- 6.5.8 The Principal Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.9 The Principal Contractor shall provide a suitably qualified full-time dedicated resident Quality Manager for all aspects of the works including Site activities, with a staff adequate to perform the requirements of his Quality Plan and Quality Management System.
- 6.5.10 The Principal Contractor is to notify the CMC Quality Manager for inspections at least 24hrs in advance.
- 6.5.11 The nominated individual shall be fully conversant with quality management on major construction projects and the maintenance of an appropriate Quality Management System

6.6 Programming constraints

- 6.6.1 The Principal Contractor shows on each programme he submits to the TPT Project Manager, the requirements of the project requirements including, H&S, environmental, quality, construction etc.
- 6.6.2 The Principal Contractor shows on each programme he submits to the TPT Project Manager, the requirements, as well as the order and timing of all operations and refurbishment activities.



- 6.6.3 The Principal Contractor presents his first programme and all subsequently revised programmes (see NEC3 ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format. (Both in PDF and MS Projects format).
- 6.6.4 The Principal Contractor shall appoint a full-time planner, with adequate relevant experience to perform the requirements as specified. The appointed planner shall be fully conversant in planning on electrical/mechanical projects and have a full understanding and knowledge of the works and logic, in order to plan the works.
- 6.6.5 The Principal Contractor uses MS Project for his programme submissions.
- 6.6.6 The Principal Contractor shows on his Accepted Programme and all subsequently revised schedules, the critical path or paths and all necessary logic demonstrating sequence of operations.
- 6.6.7 The Principal Contractor's programme shows duration of operations in working days and shall be realistic and based on quantities and applied resources. The calendars used are based 24 hours, 7 days operation or as prescribed by the TPT Project Manager.
- 6.6.8 The Principal Contractor's schedule/programme shall be structured in such a manner to be able to show the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The activities will be assigned a code and there will be heading describing the works to be performed. The TPT Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained on daily basis by the Principal Contractor relating to all operations identified on the programme representing the daily/hourly activities by each discipline. This schedule to cover 3-day look-ahead activities and to be submitted to TPT Project Manager on daily basis.
- 6.6.9 The Principal Contractor shows on each revised programme he submits to the TPT Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Principal Contractor.
- 6.6.10 The Principal Contractor to submit a, daily, high level schedule report at the end of the dayshift, covering progress on all activities for the past 24 hours and clearly indicated the items that running late and are behind schedule and planned actions to get these items back on schedule. This high-level action schedule will be discussed in the daily morning meetings
- 6.6.11 The Principal Contractor submits schedule/programme report information to the TPT Project Manager at weekly intervals, or as per request from the TPT Project Manager.
- 6.6.12 The Principal Contractor's weekly programme narrative report includes:
- Status report - narrative which includes status and performance of operations on the site and Working Areas; summary of progress achieved during the reporting period; status and performance of operations outside the Working Areas; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
 - Progress statistics - progress as a percentage of overall works and show progress for "this period" and "progress to date". To calculate this percentage the Principal Contractor uses a spreadsheet to calculate earned progress of on activities which have been weighted using man-hours.
 - Project milestone table - reflecting previously and currently forecasted versus accepted milestones.
 - Level 4 Project Schedule - showing the current forecast dates base-lined against the latest Accepted Programme and showing both a Total Float and Variance column.



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- Weekly look-ahead Schedule - showing the current forecast dates base-lined against the latest Accepted Programme and showing both a Total Float and Variance column.
- Manpower Histogram - reflecting actual, forecasted and planned activities.
- S-curves - reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.6.13 The Employer (including the agents of the Employer) operates on Site 24hours per day, 7 days per week

6.6.14 Employers schedule

The Employer has split the execution period over 2 years to allow for the delivery of long lead items. Note that all dates are subject to change.

Certain scope will be required to be planned during extended outages. e.g Bucket Wheel/Slew bearing replacement

All other scope may be planned in alongside operations ensuring no disruption to throughput. The following representation is an example of what is envisaged using planned shuts:



The Terminal has a number of planned maintenance shuts per annum for major maintenance:

- Terminal planned maintenance shuts on a single stream at a time
- Annual Industry shut on all machines. (November)

Import Stream Yearly Planned Shuts

The import stream consists of Tippler A & B; Stacker A & B; Conveyors 1, 2, 4 & 5; Transfer houses T1, T2, T3

Planned shuts:

- 48hr shut twice per month. Single stream.
- 1 x 10 days annual industry shut. Both streams

Monthly 48hr windows are allowed on both A & B streams. 2 x 48 hour maintenance shuts may be rescheduled leading up to the November annual shut. This will allow for an additional 4 day outage on one stream at a time.

November 2023 Annual Shut

- Std 10 day annual shut – Tippler A/Stacker A
- Extended 14 day shut on Tippler B/Stacker B

November 2024 Annual Shut

- Std 10 day annual shut – Tippler B/Stacker B
- Extended 14 day shut on Tippler A/Stacker A

Export Stream Yearly Planned Shuts.

The export stream consists of Reclaimer A, B & C; Shiploader A & B; Conveyors 6, 7, 8, 9, 10 & 11; Transfer houses T4, T6, T8 & T9.

Conveyors 3 along with T4 and T5 are used for Direct Loading.

Planned shuts:

- Approximately 3 x outages per month of 12hrs per stream. (Outages aligned to every 3rd vessel)
- 2 x 7 day shuts per year. Both Streams
- 1 x 10 days annual industry shut. Both Streams

There are 3 Reclaimers feeding 2 x Shiploaders.

2 x 7day shipping shut (Usually planned for June and August 2024):

- June Shut

Reclaimers B & A reinstated after 7 days to feed Shiploaders B & A. Reclaimer C will have an additional 3 days due to the time taken to complete a ship.

Reclaimer B & A	7 day outage
Reclaimer C	10 day outage
Shiploader A & B	7 day outage
- August Shut

Reclaimer B & C reinstated after 7 days to feed Shiploaders B & C. Reclaimer A will have an additional 3 days due to the time taken to complete a ship.

Reclaimer B & C	7 day outage
Reclaimer A	10 day outage
Shiploader A & B	7 day outage

November 2023 Annual Shut

- Std 10 day annual shut – Shiploader B & A, Reclaimer B & C
- Extended 13 day shut on Reclaimer A (3 days to complete a ship)

November 2024 Annual Shut

- Std 10 day annual shut – Shiploader B & A, Reclaimer B & A
- Extended 13 day shut on Reclaimer C (3 days to complete a ship)

6.6.15 Principal Contractors schedule (returnable)

The Principal Contractor is to prepare and submit together with this tender, a Level 2 schedule, for a 24 hour / 7 days' work week during the approximately 7 weeks of extended shuts. The Principal Contractors schedule is to be aligned to the Employers information listed in 6.6.14.

Scope activities that do not require extended shuts to be planned in alongside operations.

Schedule to include for commission periods (Hot commissioning will be during operations and may be outside the extended outages)

The Principal Contractor to indicate in the submitted schedule, as per the Employers representation in 6.6.14, which major scope items are planned to be completed in 2023 and 2024 respectively in line with the estimated contract award date.

The following milestones are applicable to the project and must be shown in the schedule:

Estimated Contract Award 1 September 2023

2023 Schedule

November Annual Industry Shut (2 week Extended outage)

Site access/establishment	25 October 2023
Execution of SOW	1 November 2023
Sectional Scope Completion	14 November 2023
Hot Commissioning	16 November 2023
Sectional Close-out	30 November 2023

2024 Schedule

June Export Stream Shut (10 day extended outage)

Site access/establishment	28 May 2024
Execution of SOW	1 June 2024
Sectional Scope Completion	10 June 2024
Hot Commissioning	12 June 2024

August Export Stream Shut (10 day Extended outage)

Site access/establishment	28 July 2024
Execution of SOW	1 August 2024
Sectional Scope Completion	10 August 2024
Hot Commissioning	12 August 2024

November Annual Industry shut (2 week Extended outage)

Site access/establishment	28 October 2024
Execution of SOW	1 November 2024
Final Scope Completion	14 November 2024
Hot Commissioning	16 November 2024
Close out	30 November 2024

The Principal Contractors is to make provision in his cost submission for all costs related to the split execution periods, including site establishments.

A detailed Level 4 schedule to be submitted at execution, which show all necessary links/critical path, to be updated daily during shut execution period.

6.7 Principal Contractor's management, supervision and key people

- 6.7.1 The Principal Contractor is to submit a detailed resource plan to cover the following:
- Organogram showing the entire planned site team, including the Sub Contractors, with line of reporting, covering all disciplines.
 - Commissioning Plan including organogram, names with qualification and legal appointments; proposed commissioning schedule indicating preparation for commissioning and close out.
 - List and detail on all planned Sub/Specialist Contractors. Also indicate planned/intended SOW of these sub-contractors, size of workforce, with timeframe of involvement.
 - Human Resource Management plan. Principal Contractor to provide a comprehensive Human Resource Management plan to cover all industrial relations (IR) and human resource (HR) activities.
 - Principal Contractor to indicate and confirm that the management team, supervisory, and execution team allocated for this project will be dedicated to this project only and will not be involved with any other work during the same time as this project. Any dual responsibilities by any of the team members, with any involvement on any other work during the shut execution, must be clearly indicated.
 - List of all equipment, craneage, vehicles, tools, site infrastructure and others.
- 6.7.2 Minimum requirements of people employed on the Site
- All statutory requirements relating to employees mobilised on site
 - Health and Safety compliance as specified elsewhere
- 6.7.3 The Principal Contractor is responsible for managing industrial relations in accordance with his Human Resource Management Plan.

6.8 Training workshops and technology transfer

- 6.8.1 The Principal Contractor facilitates the following requirements for training workshops:
- A safety pre-mobilisation workshop
 - Principal Contractor employee safety training programmes

6.9 Insurance provided by the Employer

- 6.9.1 Insurance provided by the Employer is contained in the Contract Data – Part 1.

6.10 Contract change management

- 6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

- 6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Principal Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.11.2 The Principal Contractor provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 Records of Defined Cost, payments & assessments of compensation events kept by Principal Contractor

- 6.12.1 The Principal Contractor keeps the following records available for the TPT Project Manager:
- Records of design employee's location of work (if appropriate); and
 - Records of Equipment used, and people employed outside the Working Areas (if applicable)

7 Procurement

7.1 The Principal Contractor's Invoices

- 7.1.1 When the TPT Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the Principal Contractor complies with the Employer's procedure for invoice submission.
- 7.1.2 The invoice must correspond to the TPT Project Manager's assessment of the amount due to the Principal Contractor as stated in the payment certificate.
- 7.1.3 The invoice states the following:
- Name of the Principal Contractor
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The Principal Contractor's VAT Number;
 - The Purchase Order Number;
 - The Tender number iCLM/HQ.../TPT, Refurbishment of the PE Manganese Terminal
 - The invoices are to be accompanied by a statement of invoices,
 - Escalations to be calculated on a separate sheet and presented to the TPT Project Manager for signing and acceptance,
 - The amount paid to date,
 - The value of the invoice split into payments as per the Activity Schedule,
 - Any retention monies to be deducted,
 - Any interest payable,
 - Settlement discount (if applicable),
 - Proof of ownership of materials provided (if required).
- 7.1.4 The Principal Contractor submits pro-forma copies of the invoices to the TPT Project Manager for review and acceptance with the accepted invoice submitted on or before the last working day prior to the 25th day of each month.
- 7.1.5 The accepted original invoice is then presented either by post or by hand delivery and emailed to GRP-TPT-ECDocControl@transnet.net.
- 7.1.6 Invoices submitted by post are addressed to:
- Transnet SOC Ltd
Private Bag X4
Gallo Manor
2052
- For the attention of The Contract Administrator.
- 7.1.7 Invoices submitted by hand are presented to:
- Transnet Port Terminals
2nd Floor
202 Anton Lembede Street
Durban Central
Durban
4001
- For the attention of The Contract Administrator.
- 7.1.8 Payment;
- Refer Volume 3: Part 1 Agreements & contract Data; C1.2 contract Data by Employer. 5: Payment.
- The Principal Contractor ensures that the Employer has their correct banking information to make the transfer. All payments are provisional and subject to audit.

The Principal Contractor preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

The Employer deducts any amount owed by the Principal Contractor to the Employer from any amount payable by the Employer to the Principal Contractor.

The Principal Contractor submits original invoices complying with the Value Added Tax Act and containing specified details and information.

7.2 Plant and Materials

- 7.2.1 The Principal Contractor provides Plant and Materials for inclusion in the works in accordance with the relevant SABS / SANS / BSI / International codes, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the TPT Project Manager.
- 7.2.2 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 7.2.3 The Principal Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the TPT Project Manager and the Supervisor on each occasion where replacement is required.
- 7.2.4 The Employer provides the following Plant and Materials as "free issue", for the Principal Contractor to use in the works:
 - Principal Contractor to assess all free issue components for installation/access, confirm availability and condition fit for installation. Assessment to be conducted with 2 weeks of Letter of Award.
- 7.2.5 The Principal Contractor provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.
- 7.2.6 Principal Contractor's procurement of Plant and Materials. The delivery of the Plant and Materials shall be made to the nominated delivery address, and the TPT Project Manager shall be notified that the Plant and materials have been delivered, and are available to be inspected by the Supervisor. All equipment procured as part of this Contract shall be guaranteed against latent defects and faulty workmanship for a period of at least 12 months from date of commissioning, or 18 months from date of delivery, whichever expires first. All information relating to plant and materials procured shall be obtained from the vendor, and collated, where relevant, in the Operating and maintenance Manuals.
- 7.2.7 First fills are included in the scope of this Contract on all new and refurbished components, and the Principal Contractor shall provide all lubricant, hydraulic fluids, and other fills required for the efficient operation of each equipment item as part of this Contract.
- 7.2.8 At the request of the TPT Project Manager and before commencing with the commissioning on the plant and Materials, the Principal Contractor provides a list of all critical / strategic spares to be kept by the Employer for the Plant and Materials, and the Employer shall select the specific items for purchasing as part of this Contract at the discretion of the TPT Project Manager, at the prices quoted (i.e. prices indicated in this contract document) by the Principal Contractor.

7.3 Tests and inspections before delivery

- 7.3.1 The Principal Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include all new components, assemblies and sub-assemblies included in this Contract.

- 7.3.2 The Principal Contractor shall identify to the Supervisor all equipment items, sub-assemblies, and fully assembled sections of equipment to be tested, before it is released for shipment to site and installation. The shop testing shall be witnessed by the Supervisor or his nominee prior to releasing it for shipment, and a release certificate shall be issued by the Supervisor, once the equipment has been tested successfully.
- 7.3.3 The Principal Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others

7.4 Plant and Materials outside the Working Areas

- 7.4.1 The Principal Contractor prepares and marks items of Plant and Materials outside the Working Areas, that has been paid for by the Employer, either with a metal plate, fixed to each loose equipment item, assembly, or sub-assembly, with the following words written in permanent ink on the tag, or by permanent marker written on the material as follows;
- Item: (description of item)
 - Property of Transnet Ltd
 - Project description and No.
 - The Principal Contractor is to take digital photographs for issuing to the Supervisor as proof of marking.

7.5 Principal Contractor's Equipment (including temporary works).

- 7.5.1 The Principal Contractor provides the TPT Project Manager with details of any specialised Equipment to be procured as part of this Contract for the execution of the works. The Principal Contractor will provide any specialised equipment required for routine maintenance of the works as part of this contract.

7.6 Preparation of post Completion contracts

- 7.6.1 Prior to Contract Completion, the Principal Contractor provides to the Employer costs for providing the following assistance to the Employer post Completion:
- Full maintenance of the Plant and Materials that is fabricated and erected as part of this Contract. The maintenance shall include, inter alia, the following;
- Regular weekly and monthly inspections of the machine
 - Regular maintenance activities as required, at the specified intervals, on the machine
 - Attendance to call-outs and emergency repairs required to maintain the operability of the machine, 24 hours per day/ 7 days a week.

7.7 Disruption

- 7.7.1 The Principal Contractor takes cognisance that there will be disruptions to working schedules during the Contract period. The Principal Contractor shall immediately inform the TPT Project Manager if disruptions occur, and follow up in writing within 5 days of its occurrence.
- 7.7.2 The Principal Contractor is to supply the Employer with their business continuity plan

7.8 Principal Contractor to familiarise

- 7.8.1 Notwithstanding anything to the contrary contained herein, the Principal Contractor shall ensure prior to the execution of the works that it and its sub-Contractors are fully familiarised with the Employers security, health, industrial relations, environmental, safety, specifications, drawings, document control and invoicing requirements, including the contents of this Contract. Should clarification be required on any of the aforementioned requirements, the Principal Contractor shall communicate this with the TPT Project Manager.

8 List of Annexures

8.1 Annexures issued by the Employer

- 8.1.1 This is the list of annexures issued by the Employer at or before the Contract Date and which apply to this contract.

Annexure	Document Name	Document Description
A	Health and Safety Management Plan	Z.3200041 - HSMP
B	Health and Safety Specification	Z.3200041 - HSS
C	Environmental Baseline Report	Z.3200041 - EBR
D	Environmental Risk Report	Z.3200041 - ERR
E	Engineering Report	Z.3200041 - ER
F	Commissioning Plan	Z.3200041 - CP
G	Quality management plan	Z.3200041 - QMP
H	Construction Management Plan	Z.3200041 - CMP
I	Security Management Plan	Z.3200041 - SMP
J	Communication Management Plan	Z.3200041 - CMR
K	Transnet Standard Specifications	

SECTION 3

C3.2 PRINCIPAL CONTRACTOR'S WORKS INFORMATION

Tenderers to provide separate detail scope packages for each item, listed in the "scope of works" section 4.3.7. This information is to be submitted at least 1 month prior to the execution start date.

These scope packages should be split into the three engineering disciplines; Structural, Mechanical and EC&I Engineering and should as a minimum address the following:

- Covering page indicating the item's engineering discipline; SOW & activity item number reference; detail description, indicating all references to site report and other documents; photo of scope item.
- Detailed description of all items / components / etc included in scope item.
- All exclusions that are not included, if applicable.
- All line-diagrams; specifications, general arrangement drawings, other drawings and detail of part numbers.

Approved By:



Graham Handley
Acting Senior Manager

Approved By:



Adriaan Stadler
Senior Engineering Manager

1.1.1.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4	Site Layout	5
Total number of pages		6

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY





TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/02/0024/21206/RFP

DESCRIPTION OF THE WORKS: SUPPLY OF SERVICES TO REFURBISH THE PE MANGANESE TERMINAL FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

Access to site is available through the existing road network in the Port of Port Elizabeth and via the TPT Terminal control and security at the PE Manganese Terminal. All TPT security policies will be strictly adhered to. The transport of Contractors staff in open vehicle is not permitted on Transnet property.

The Contractor's site offices, ablutions and minor stores may be located on site at identified areas and sited to not hinder work or operational activities.

The surrounding existing infrastructure poses a major limitation on lay down space available for storing of materials. The contractor will need to take cognisance of this fact when planning the works and delivery of materials.

The appointed Principal Contractor shall submit, as part of his Risk Management Plan, a traffic control plan for approval prior to commencement of work.

There is no anticipated major traffic disruption on the Port main route from and to the construction area.

Critical spares to be delivered to Workshop 17



TRANSNET PORT TERMINALS

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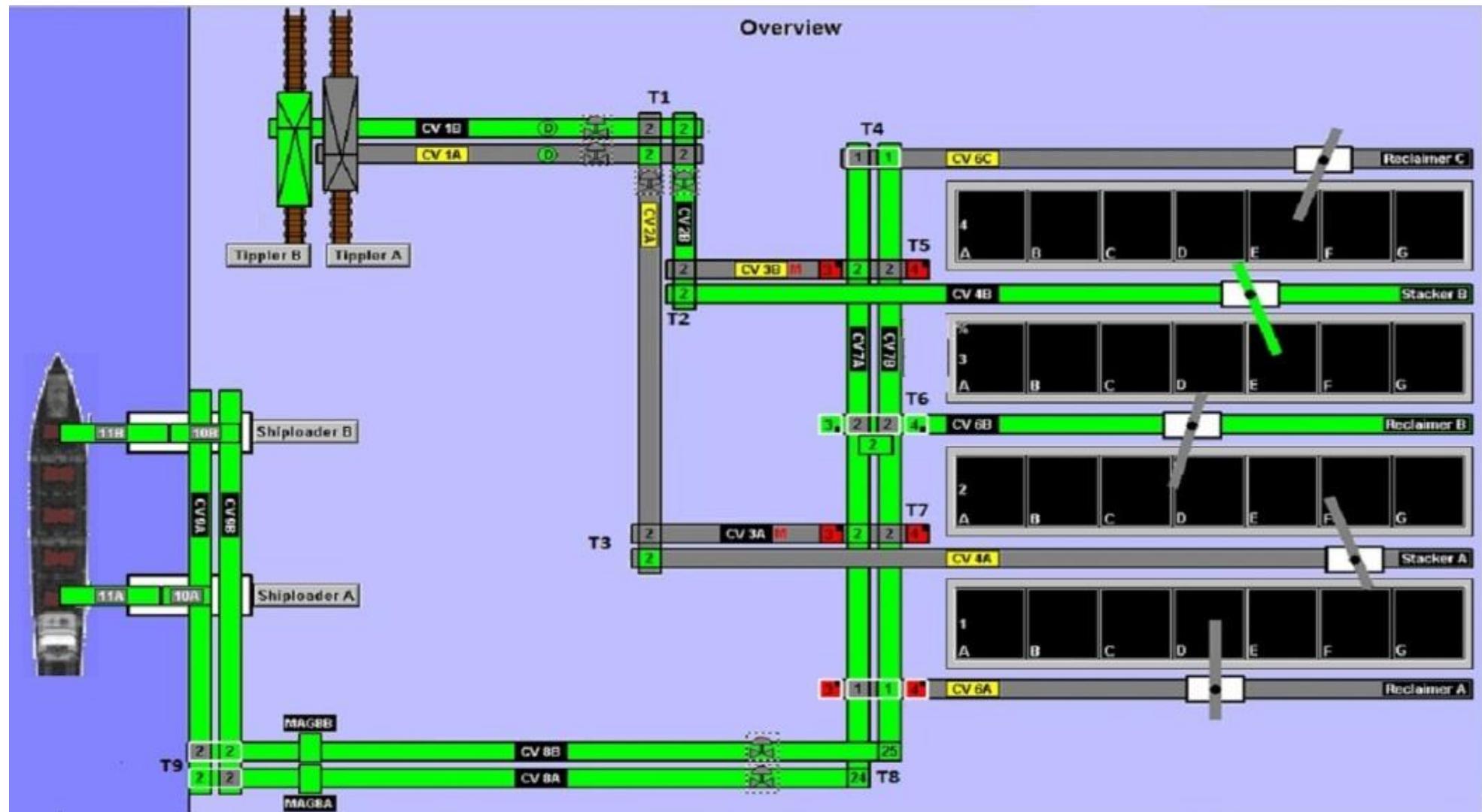
Terminal Location



TRANSNET PORT TERMINALS

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Schematic Representation

TRANSNET PORT TERMINALS

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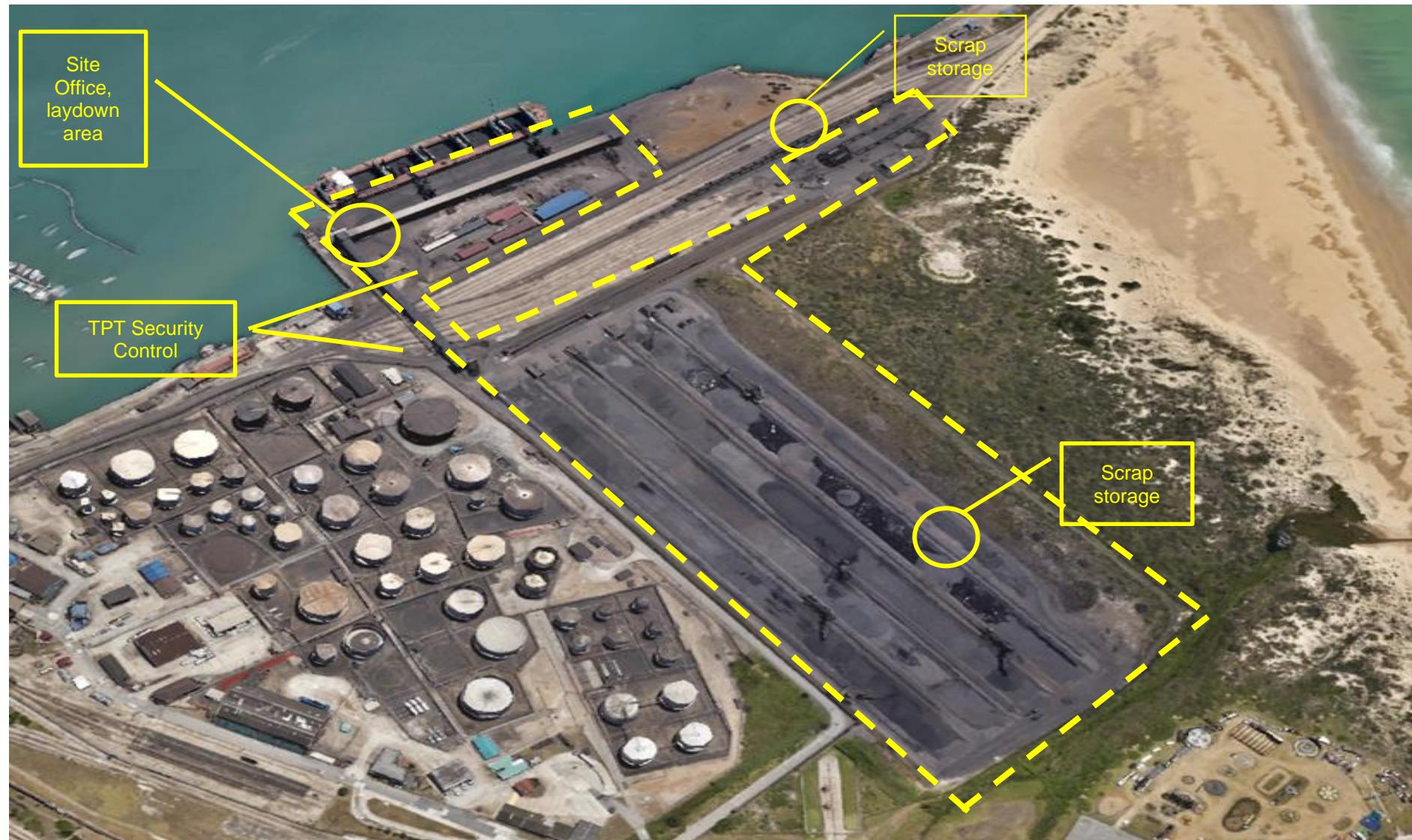
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**Site Access**

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Construction area