

## **Transnet Port Terminal**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.**

<b>RFP NUMBER</b>	<b>: iCLM PE 737/TPT</b>
<b>ISSUE DATE</b>	<b>: 13 April 2026</b>
<b>COMPULSORY BRIEFING</b>	<b>: 23 April 2026</b>
<b>CLOSING DATE</b>	<b>: 13 May 2026</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 180 Days from closing date</b>

## Contents

### Number    Heading

## The Tender

### Part T1: Tendering Procedures

T1.1        Tender Notice and Invitation to Tender

T1.2        Tender Data

### Part T2: Returnable Documents

T2.1        List of Returnable Document

T2.2        Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

C1.1        Form of Offer and Acceptance

C1.2        Contract Data (Parts 1 & 2)

### Part C2: Pricing Data

C2.1        Pricing Instructions

C2.2        Price List

### Part C3: Scope of Work

C3.1        Service Information

### Part C4: Affected Property

C4.1        Affected Property

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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## **Annexures**

- Annexure A - EEAM-Q-006 Structural Steel Work
- Annexure B - EEAM-Q-008 Corrosion Protection
- Annexure C - EEAM-Q-009 Quality Management
- Annexure D - Contractor Compliance File Assessment Checklist

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://esupplierportal.transnet.net/portal/">https://esupplierportal.transnet.net/portal/</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>NRE Garage Building, SCM Building, Jetty Street, Port Elizabeth, 6001 on the 23 April 2026, at 10:00am [10 O'clock]</b> for a period of <math>\pm 2</math> (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><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"><li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li><li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li><li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li><li>• All forms of firearms are prohibited on Transnet properties and premises.</li><li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li></ul>
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TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-12</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-12 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on 13 May 2026</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal  
(<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;
  - - to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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**f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

**i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.**

**j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders' / Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.**

**k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.**

**L) A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)**

### **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 PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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Transnet's business, written approval to divulge such information must be obtained from Transnet.

#### 4. DISCLAIMERS

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

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



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-15], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

DESCRIPTION OF THE SERVICES: PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

## T1.2 TENDER DATA

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

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

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

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

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



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

DESCRIPTION OF THE SERVICES: PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

		C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Ezekhaya Sojezi
	Address:	TPT 1 Hely Hutchison Road, Quigney , East London
	Tel No.	043 700 2130
	E – mail	Ezekhaya.sojezi@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Functionality:</b>	
	Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.	
	The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.	
	<b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b>	
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. <b>Tenderers must complete and sign the attendance register.</b> 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 <b>required to bring their RFP document to the briefing session and have their returnable document T2.2-12 certificate of attendance</b> 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 <b>English Language.</b>	
C.2.13.5	The <i>Employer's</i> details and identification details that are to be shown on each tender offer package are as follows:	
C2.15.1		



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

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Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent:***

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 **13 May 2026**.

Location: The Transnet e-Tender Submission Portal:

(<https://esupplierportal.transnet.net/portal/>)

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, 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: **70**

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

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

### Functionality Criteria

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

Functionality criteria	Description	Scoring Guideline	Weight (Points)
<b>T2.2-.01 Safety officer CV &amp; Qualifications</b>	The Tenderer must submit a valid Safety, Health, and Environmental (SHE) Officer Qualification that is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field and CV of the SHE Officer that will be used for this contract. SHE Officer to have five (5) years' experience as a SHE Officer in a port or plant environment.	'- No submission or information is not relevant to the requirements. Score 0 % - CV submitted showing 1-year of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field. Score 20 % - CV submitted showing 2-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field. Score 40 % - CV submitted showing 3-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field. Score 60 % - CV submitted showing 4-years of experience in being	<b>20</b>

		<p>a SHE Officer in engineering projects. Qualification is NQF level <math>\geq</math> 6 level Diploma in Occupational Health and Safety or a related field. Score 80 %</p> <p>- CV submitted showing 5-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level <math>\geq</math> 6 level Diploma in Occupational Health and Safety or a related field. Score 100 %</p>	
<b>T2.2-02 CV &amp; Qualification of maintenance supervisors</b>	<p>The Tenderer must submit two (2) Supervisors' qualifications and CVs having five (5) years experience in structural maintenance and repairs in a port or plant environment. The qualification shall be a trade test certificate (red seal) as a Welder or Boilermaker.</p>	<p>'- No submission or information does not align with the requirements of the project. Score 0 %</p> <p>- Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors. CV submitted showing 1-year of experience in supervising engineering projects. Score 20 %</p> <p>- Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors. CV submitted showing 2-years of experience in supervising engineering projects. Score 40 %</p> <p>- Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors. CV submitted showing 3-years of experience in supervising engineering projects. Score 60 %</p> <p>- Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors. CV submitted showing 4-years</p>	<b>30</b>



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

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		<p>of experience in supervising engineering projects. Score 80 %</p> <p>- Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors. CV submitted showing 5-years of experience in supervising engineering projects. Score 100 %</p>	
<b>T2.2-03 Company Experience</b>	<p>The Tenderer must submit three contactable references on previous or current client's letterhead for similar work conducted in the past five (5) years. The letter shall include scope conducted, period, value of the contract, and contact details of client.</p>	<p>No submission or inadequate information to determine score. Score 0 %</p> <p>- Experience in one (1) project relating to the scope of works. One (1) contactable reference relevant to this RFQ with a completion certificate on client letterhead, tenderer's company name, client's company name, client's contact details, and value of previous project. Score 20 %</p> <p>- Experience in two (2) projects relating to the scope of works. Two (2) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, clients' company name, clients' contact details, and value of previous projects. Score 40 %</p> <p>- Experience in three (3) projects relating to the scope of works. Three (3) contactable references relevant to this RFQ with completion certificates on</p>	<b>40</b>



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

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		<p>client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects. Score 60 %</p> <p>- Experience in four (4) projects relating to the scope of works. Four (4) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects. Score 80 %</p> <p>- Experience in five (5) projects relating to the scope of works. Five (5) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects. Score 100 %</p>	
<b>T2.2-04 Quality Management</b>	<p>The Tenderer must submit three contactable references on previous or current client's letterhead for similar work conducted in the past five (5) years. The letter shall include scope conducted, period, value of the contract, and contact details of client.</p>	<p>- No submission or Quality Management is not project specific 0 %</p> <p>- Project specific information quality management file covering (a) score 20 %</p> <p>- Project specific information quality management file covering (a), and (d) score 40 %</p> <p>- Project specific information quality management file</p>	<b>10</b>



TRANSNET PORT TERMINAL

Tender Number: iCLM PE 737/TPT

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		covering (a), (c), and (d) score 60 % - Project specific information quality management file covering (a), (c), (d), and (e) score 80 % - Project specific information quality management file covering (a), (b), (c), (d), and (e) score 100 %	
<b>Maximum possible score for Functionality</b>			<b>100</b>

Functionality shall be scored independently and averaged in accordance with the following schedules:

- T2.2-01 Safety officer CV & Qualifications
- T2.2-02 CV & Qualification of maintenance supervisors
- T2.2-03 Company Experience
- T2.2-04 Quality Management

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

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

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

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

Thresholds	Minimum Threshold
Technical	70

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
30% Black women Owned entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

The maximum points for this bid are allocated as follows:

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

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

C.3.13 Tender offers will only be accepted if:

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



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

the tenderer:

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

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

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

### **2.1.1 Stage One : these schedules will be utilised for evaluation purposes:**

- T2.2-01 **Evaluation Schedule:** Safety Officer CV
- T2.2-02 **Evaluation Schedule:** Maintenance Supervisor's qualifications & CVs
- T2.2-03 **Evaluation Schedule:** Experience
- T2.2-04 **Evaluation Schedule:** Quality

### **Stage Two: these schedules will be utilised for Specific Goals**

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. (Refer to T2.2-13)

### **2.1.2 Returnable Schedules:**

#### **General:**

- T2.2-05 Authority to submit tender
- T2.2-06 Record of addenda to tender documents
- T2.2-07 Letter of Good Standing
- T2.2-08 Risk Elements
- T2.2-09 Availability of equipment and other resources
- T2.2-10 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
- T2.2-11 Site Establishment requirements
- T2.2-12 Certificate of Attendance

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

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- 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
- T2.2-20 Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)
- T2.2-21 Agreement in terms of Protection of Personal Information (POPIA)
- T2.2-22 Insurance provided by Contractor



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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

T2.2-22 Insurance provided by the Contractor

## **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 (Price List)**

### **2.6 C2.2 Price List**

## T2.2-01: Evaluation Schedule: Qualification & CVs

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

1. Detailed CV's providing the following:
  - The roles and responsibilities for the *service* 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 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 *service*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
2. Affected Property Management resources should include at least, amongst others:
  - Safety, Health, and Environmental (SHE) Officer
    - SHE Officer should have a valid Safety, Health, and Environmental (SHE) Officer Qualification that is NQF level  $\geq$  6 level Diploma in Occupational Health and Safety or a related field.

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

Key Person Role	Name of Resource
Safety, Health, and Environmental (SHE) Officer	

The scoring of the Project CVs & Qualification will be as follows:

<b>Qualifications and Experience of Key Personnel [Weight: 20]</b>	
	<b>Safety Officer Experience:</b> Proof of experience as a SHE Officer must be attached.
<b>Score 0%</b>	The tenderer has submitted no information or information that does not align with the requirements of the project
<b>Score 20%</b>	CV submitted showing 1-year of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field.
<b>Score 40%</b>	CV submitted showing 2-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field.
<b>Score 60%</b>	CV submitted showing 3-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field.
<b>Score 80%</b>	CV submitted showing 4-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field.
<b>Score 100%</b>	CV submitted showing 5-years of experience in being a SHE Officer in engineering projects. Qualification is NQF level $\geq$ 6 level Diploma in Occupational Health and Safety or a related field.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
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TRANSNET PORT TERMINAL  
TENDER NUMBER: iCLM PE 737/TPT



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

---

.....
.....

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

## T2.2-02: Evaluation Schedule: Qualification & CVs

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

1. Detailed CV's providing the following:
  - The roles and responsibilities for the *service* 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 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 *service*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
  
2. Affected Property Management resources should include at least, amongst others:
  - Supervisors
    - Supervisors should have a minimum of five (5) years' experience in structural steelwork maintenance and repairs in a port or plant environment. The qualification shall be a trade test certificate (red seal) as a Welder or Boilermaker.

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

<b>Key Person Role</b>	<b>Name of Resource</b>
Two (2) Supervisors	

The scoring of the Project CVs & Qualification will be as follows:

<b>Qualifications and Experience of Supervisors [Weight: 30]</b>	
	<b>Supervisors' Qualification:</b> Proof of two (2) Supervisors' qualifications and experience must be attached.
<b>Score</b> <b>0</b>	The tenderer has submitted no information or information that does not align with the requirements of the project
<b>Score</b> <b>20</b>	<b>Supervisor Qualification:</b> Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors  <b>Supervisor Experience:</b> CV submitted showing 1-year of experience in supervising engineering projects.
<b>Score</b> <b>40</b>	<b>Supervisor Qualification:</b> Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors  <b>Supervisor Experience:</b> CV submitted showing 2-years of experience in supervising engineering projects.
<b>Score</b> <b>60</b>	<b>Supervisor Qualification:</b> Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors  <b>Supervisor Experience:</b> CV submitted showing 3-years of experience in supervising engineering projects.
<b>Score</b> <b>80</b>	<b>Supervisor Qualification:</b> Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors



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	<p><b>Supervisor Experience:</b></p> <p>CV submitted showing 4-years of experience in supervising engineering projects.</p>
<p><b>Score</b></p> <p><b>100</b></p>	<p><b>Supervisor Qualification:</b> Trade test certificates (red seal) Boilermaker or Welder for at least 2 Supervisors</p> <p><b>Supervisor Experience:</b></p> <p>CV submitted showing 5-years of experience in supervising engineering projects.</p>

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

.....

.....

.....

.....

.....

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-03: 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:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Structural steelwork
  - Hot work i.e. welding and flame cutting
  - Conveyor belt chutes related to the works information
  - Material bulk handling related to the structures in works information
- The Tenderer must submit three contactable references on previous or current client's letterhead for similar work conducted in the past five (5) years. The letter shall include scope conducted, period, value of the contract, and contact details of client.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience [Weight: 40]
Score 0%	The Tenderer has submitted no information or inadequate information to determine a score.
Score 20%	The Tenderer has experience in one (1) project relating to the scope of works. One (1) contactable reference relevant to this RFQ with a completion certificate on client letterhead, tenderer's company name, client's company name, client's contact details, and value of previous project.



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<b>Score</b> <b>40%</b>	The Tenderer has experience in two (2) projects relating to the scope of works. Two (2) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, clients' company name, clients' contact details, and value of previous projects.
<b>Score</b> <b>60%</b>	The Tenderer has experience in three (3) projects relating to the scope of works. Three (3) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects.
<b>Score</b> <b>80%</b>	The Tenderer has experience in four (4) projects relating to the scope of works. Four (4) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects.
<b>Score</b> <b>100%</b>	The Tenderer has experience in five (5) projects relating to the scope of works. Five (5) contactable references relevant to this RFQ with completion certificates on client letterhead, tenderer's company name, previous clients' company name, clients' contact details, and value of previous projects.

Note: Multiple letters from the same client count as one (1) reference.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_



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

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Specification, EEAM-Q-009 Quality Management Specification for Supplier/Construction (as attached as Annexure C of this RFP).

The tenderer shall as a minimum submit the following:

- a. Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- b. Valid ISO 9001 certificate.
- c. Index / list of procedures and quality method statements to be used during the contract.
- d. Qualifications and experience of Quality personnel, with CVs included and relevant experience.
- e. Welding procedure specification.

The Quality Management must be aligned with the activities of this contract.

<b>Attached submissions to this schedule:</b> ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
--

The scoring of the Quality Management will be as follows:

Quality Management [10]	
<b>0 Points</b>	No PQP submitted or PQP is too general with not project specifics

<b>Quality Management [10]</b>	
<b>0% Points</b>	No submission or Quality Management is not project specific.
<b>20% Points</b>	<p>Quality Management file submitted includes</p> <ul style="list-style-type: none"> <li>Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.</li> </ul>
<b>40% Points</b>	<p>Quality Management file submitted includes</p> <ul style="list-style-type: none"> <li>Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.</li> <li>Qualifications and experience of Quality personnel, with CVs included and relevant experience.</li> </ul>
<b>60% Points</b>	<p>Quality Management file submitted includes</p> <ul style="list-style-type: none"> <li>Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.</li> <li>Index / list of procedures and quality method statements to be used during the contract.</li> <li>Qualifications and experience of Quality personnel, with CVs included and relevant experience.</li> </ul>
<b>80% Points</b>	<p>Quality Management file submitted includes</p> <ul style="list-style-type: none"> <li>Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.</li> <li>Index / list of procedures and quality method statements to be used during the contract.</li> <li>Qualifications and experience of Quality personnel, with CVs included and relevant experience.</li> <li>Welding procedure specification.</li> </ul>
<b>100% Points</b>	<p>Quality Management file submitted includes</p> <ul style="list-style-type: none"> <li>Project Specific Quality Plan which satisfies the technical and quality requirements for the structural maintenance, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.</li> </ul>



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

**Quality Management [10]**

- Valid ISO 9001 certificate.
- Index / list of procedures and quality method statements to be used during the contract.
- Qualifications and experience of Quality personnel, with CVs included and relevant experience.
- Welding procedure specification.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_

## T2.2-05: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

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

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

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

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

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

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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



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**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



## **T2.2-06: 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:

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



## **T2.2-07 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:

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





TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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## T2.2-10: 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 subcontractors 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"/>	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work



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% 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"/>
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"/>

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"/>



## T2.2-12 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

## T2.2-13: 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.**

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

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

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
( *Tick applicable box* )

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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.





DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

- Y Manufacturer
  - Y Supplier
  - Y Professional Supplier
  - Y Other Suppliers/, 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.

CP	WITNESSES 1. .... 2. ....
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1	..... SIGNATURE(S) OF BIDDERS(S) DATE: .....
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## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of institution</b>	<b>State</b>

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will

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

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

## **T2.2-14 NON-DISCLOSURE AGREEMENT**

**[ 2026 ]**

**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
- 1.1 **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



## T2.2-15: RFP DECLARATION FORM

NAME OF COMPANY:

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[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

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

..... ..... duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

---

SIGNATURE OF TENDER

## **T2.2-17 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

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**SIGNATURE OF TENDERER**

## **T2.2-18 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;

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

#### **4 INDEPENDENT TENDERING**

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

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
  - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

## 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

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

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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

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

Signature .....

Date .....

## **T2.2-19 : 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.

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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- 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

## **T2.2-20: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>,

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

**Is the Respondent**  
*(Complete with a "Yes" or "No")*

<b>A</b>		<b>Closely Related to a DPIIP/FPPO</b>		<b>Closely Associated to a DPIIP/FPPO</b>	
----------	--	--	--	---	--

**List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.**

	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

## **T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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



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

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

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--



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: \_\_\_\_\_

..... (Pty) Ltd

(Operator)

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

**AS WITNESSES:**

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

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

## T2.2-22: Insurance provided by the *Contractor*

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

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

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



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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## C1.1 Form of Offer & Acceptance

### Offer

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

### Title of the Contract

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



TRANSNET PORT TERMINAL  
 TENDER NUMBER: iCLM PE 737/TPT  
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## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s) .....

Capacity .....

**for the  
Employer**

.....  
*(Insert name and address of organisation)*

Name &  
signature of  
witness .....

Date .....



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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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		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf  
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness.....  
..........  
.....

Date

.....

.....



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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TRANSNET PORT TERMINAL

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## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p><b>A: Priced contract with price list</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X17: Low service damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>X19: Task Order</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:  Address	<p><b>Transnet SOC Ltd</b></p> <p>Registered address: <b>Transnet Port Terminals</b> <b>202 Anton Lembede Street</b> <b>Durban</b> <b>4001</b></p> <p><b>Transnet Port Terminals</b> <b>Port Elizabeth Bulk Ore Terminal (PEBOT)</b> <b>Port of Port Elizabeth</b> <b>Eastern Cape province</b></p>
10.1	The <i>Service Manager</i> is (name):	<b>Kwandiwe Kalipa</b>



TRANSNET PORT TERMINAL

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Address	<b>Transnet Port Terminals Port Elizabeth Bulk Ore Terminal (PEBOT) Port of Port Elizabeth</b>
Tel	<b>041 507 1651</b>
e-mail	<b>Kwandiwe.kalipa@transnet.net</b>
11.2(2) The Affected Property is	<b>Port Elizabeth Bulk Ore Terminal</b> – refer to attached Part C4
11.2(13) The <i>service</i> is	<b>Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis</b>
11.2(14) The following matters will be included in the Risk Register	<b>(1) Working in confined spaces (2) Working at heights (3) Loss of critical resources</b>
11.2(15) The Service Information is in	<b>The Scope of Services</b>
12.2 The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1 The <i>language of this contract</i> is	<b>English</b>
13.3 The <i>period for reply</i> is	<b>Two (2) weeks</b>
<b>2</b>	<b>The <i>Service Provider's</i> main responsibilities</b> (If the optional statement for this section is not used, no data will be required for this section)
21.1 The <i>Service Provider</i> submits a first plan for acceptance within	<b>Two (2) weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>
30.1 The <i>starting date</i> is.	<b>To be advised</b>
30.1 The <i>service period</i> is	<b>Three (3) years</b>
<b>4</b>	<b>Testing and defects</b> No additional data is required for this section of the <i>conditions of contract</i> .
<b>5</b>	<b>Payment</b>
50.1 The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1 The <i>currency of this contract</i> is the	<b>South African Rand.</b>



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i></b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Service Provider</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Service Provider</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Service Provider's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Service Provider</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Service Provider</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Service Provider</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Service Provider</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Two (2) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Port Elizabeth, Eastern Cape, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	30 February 2025.
	The proportions used to calculate the Price Adjustment Factor are:	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under clause 30.1. Price adjustment for inflation shall only take place on contract anniversary and every subsequent anniversary date for the duration of the service.</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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**X17 Low service damages**


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X17.1 The *service level table* is in **Completion of work as per the plan within specified number of days**

Perform ance Level	% Achieved of performance against time worked for each task order	Low Service damages for each task order
Rate of Structural Maintena nce	95%-100% performance achieved	<b>R 0 (nil)</b>
	90%-94% performance achieved	<b>2.5% of the price for Service Provided to date in terms of the Task Order</b>
	85%-89% performance achieved	<b>5% of the price for Service Provided to date in terms of the Task Order</b>
	80%-84% performance achieved	<b>7.5% of the price for Service Provided to date in terms of the Task Order</b>
	<80% performance achieved	<b>10% of the price for Service Provided to date in terms of the Task Order</b>

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**X18 Limitation of liability**


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X18.1 The *Service Provider's* liability to the *Employer* for indirect or consequential loss is limited to **Nil.**

X18.2 For any one event, the *Service Provider's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **The deductible of the relevant insurance policy**

X18.3 The *Service Provider's* liability for Defects due to his design of an item of Equipment is limited to **The cost of correcting the defect.**

X18.4 The *Service Provider's* total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **Total of the Prices.**

X18.5 The *end of liability date* is **One (1) year after the end of the *service period*.**

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**X19 Task Order**


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X19.5 The *Service Provider* submits a Task Order programme to the *Service Manager* within **Five (5) days of receiving the Task Order**

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TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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## **Z Additional conditions of contract**

### **Z1 Obligations in respect of Termination**

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)

Z1.2 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"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

### **Z2 Right Reserved by Transnet to Conduct Vetting through SSA**



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM PE 737/TPT

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Z2.1

Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Service Provider 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.

**Z3 Additional clause relating to Collusion in the Construction Industry**

Z3.1

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

**Z4 Protection of Personal Information Act**

Z4.1

The *Employer* and the *Service Provider* 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



## TRANSNET PORT TERMINALS

Contract Number:

Description of the Service: Provision of Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis for a period of three (3) years

# C1.2 Contract Data

## Part two - Data provided by the *Service Provider*

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

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

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



**TRANSNET PORT TERMINALS**

Contract Number:

Description of the Service: Provision of Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis for a period of three (3) years

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

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

## TRANSNET PORT TERMINALS

Contract Number:

Description of the Service: Provision of Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis for a period of three (3) years.



## Annexure: X17

### Low service damages

<b>Performance Level</b>	<b>% Achieved of performance against time worked for each task order</b>	<b>Low Service damages for each task order</b>
Rate of Structural Maintenance	95%-100% performance achieved	<b>R 0 (nil)</b>
	90%-94% performance achieved	<b>2.5% of the price for Service Provided to date in terms of the Task Order</b>
	85%-89% performance achieved	<b>5% of the price for Service Provided to date in terms of the Task Order</b>
	80%-84% performance achieved	<b>7.5% of the price for Service Provided to date in terms of the Task Order</b>
	<80% performance achieved	<b>10% of the price for Service Provided to date in terms of the Task Order</b>

### Performance level guide

<b>% Achieved of performance against time worked for each task order</b>	<b>Guideline for rating maintenance and repair</b>
95%-100% performance achieved	Machine is ready for cold commissioning, only housekeeping is required. 6 or less hours required to complete all work.
90%-94% performance achieved	>6 to 18 hours' worth of maintenance and repairs work outstanding including housekeeping.
85%-89% performance achieved	>18 to 30 hours' worth of maintenance and repairs work outstanding including housekeeping.
80%-84% performance achieved	>30 to 42 hours' worth of maintenance and repairs work outstanding including housekeeping.
<80% performance achieved	>42 hours' worth of maintenance and repairs work outstanding.

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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**PART C2: PRICING DATA****TSC3 Option A**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	1
C2.2	Price List	7



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

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

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

**Identified 11  
and defined  
terms**

11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

### 1.3 Measurement and Payment

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

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

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

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



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

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



DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

## C2.2 Price List

Item no	Description	Unit	Rate Year 1	Rate Year 2	Rate Year 3
<b>1</b>	<b>PRELIMINARY &amp; GENERAL</b>				
<b>1.1</b>	<b>General Requirements</b>				
1.1.1	Contractor construction regulation file, safety file, quality control plans, welding procedure, etc.	Item			
<b>1.2</b>	<b>Site Establishment</b>				
	Site Establishment, Fencing and Construction of Shelter, office, ablution, storage, mess room, etc.	Sum			
<b>1.3</b>	<b>De-establishment</b>				
1.3.1	Removal of a constructed fence and shelter	Sum			
<b>1.6</b>	<b>Transport</b>				
1.6.1	Delivery vehicle	Daily			
<b>2</b>	<b>LABOUR</b>				
	The Contractor should include the price list for day-to-day maintenance, overtimes and standby allowance (Give rates for normal overtime, weekends, holidays etc.).				
<b>2.1</b>	<b>NORMAL TIME-DAY SHIFT</b>				
2.1.1	Site Manager	Hrs.			
2.1.2	Site Supervisor	Hrs.			
2.1.3	Artisan: Boiler Maker	Hrs.			
2.1.4	Artisan: Welder	Hrs.			

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

2.1.5	Semi-Skilled Worker	Hrs.			
2.1.6	Safety, Health, and Environmental Officer	Hrs.			
<b>2.2</b>	<b>WEEKDAYS &amp; SATURDAY OVERTIME</b>				
	Note: All overtime will be subject to the authorization and approval of management				
<b>2.2.1</b>	<b>Weekdays Overtime</b>				
2.2.1.1	Site Manager	Hrs.			
2.2.1.2	Site Supervisor	Hrs.			
2.2.1.3	Artisan: Boiler Maker	Hrs.			
2.2.1.4	Artisan: Welder	Hrs.			
2.2.1.5	Semi-Skilled Worker	Hrs.			
2.2.1.6	Safety, Health, and Environmental Officer	Hrs.			
<b>2.2.2</b>	<b>Saturday</b>				
2.2.2.1	Site Manager	Hrs.			
2.2.2.2	Site Supervisor	Hrs.			
2.2.2.3	Artisan: Boiler Maker	Hrs.			
2.2.2.4	Artisan: Welder	Hrs.			
2.2.2.5	Semi-Skilled Worker	Hrs.			
2.2.2.6	Safety, Health, and Environmental Officer	Hrs.			
<b>2.3</b>	<b>SUNDAY AND PUBLIC HOLIDAYS</b>				
<b>2.3.1</b>	<b>Sunday and Public Holidays</b>				
2.3.1.1	Site Manager	Hrs.			
2.3.1.2	Site Supervisor	Hrs.			

DESCRIPTION OF THE SERVICE: THE PROVISION OF STRUCTURAL MAINTENANCE SERVICES FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH BULK ORE TERMINAL (PEBOT) MULTI-PURPOSE TERMINAL FOR A PERIOD OF THREE (3) YEARS.

2.3.1.3	Artisan: Boiler Maker	Hrs.			
2.3.1.4	Artisan: Welder	Hrs.			
2.3.1.5	Semi-Skilled Worker	Hrs.			
2.3.1.6	Safety, Health, and Environmental Officer	Hrs.			
<b>3</b>	<b>PLANT</b>				
<b>3.1</b>	<b>Plant</b>				
	The Contractor on request and with agreement with the services manager shall provide the following equipment for Transnet Port Terminals purpose and shall be operated by authorized personnel				
3.1.1	Mobile diesel welding machine including welding cables & clamps set	Hrs.			

**Note: The contract is for 3 years, and the quantities are provisional**

**Notes to Pricing:**

- a) All quoted prices to be in South African Rands (ZAR)
- b) Prices submitted to be exclusive of VAT
- c) To facilitate like-for-like comparison bidders must submit pricing in accordance with this price schedule and not utilize a different format.
- d) Deviation from this pricing schedule will result in a bid being disqualified.
- e) All costs associated with delivering this service must be included in the pricing above. Additional costs will not be considered after the bid process is concluded.

## Scope of Work – Approval

Subject: Provision of Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis for a period of three (3) years.

Rev no.: 06

## PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Service Information</i>	11
Annexure A	Structural Steel Work Specification	
Annexure B	Corrosion Protection Specification	
Annexure C	Quality Management Specification	
Annexure D	Contractor Compliance Checklist	
	Total number of pages	12

## Contents

<b>Scope of Work – Approval .....</b>	<b>0</b>
<b>PART C3: SERVICE INFORMATION .....</b>	<b>1</b>
<b>1 Description of the service .....</b>	<b>3</b>
1.1 Executive overview.....	3
1.2 Employers Objective .....	3
1.3 Access to the Affected Property .....	3
1.4 Provisions.....	4
1.5 Tests and inspections before and during the Provision of the Service as per Service Information.....	9
<b>2 SERVICE.....</b>	<b>10</b>
2.1 Temporary service, Affected Property & constraints on how the Contractor Provides the Service.....	10
<b>3 LIST OF REFERENCE SPECIFICATIONS .....</b>	<b>10</b>
<b>4 Management Meetings .....</b>	<b>11</b>
4.1 Regular meetings of a general nature may be convened and chaired by the Service Manager as follows:.....	11
<b>5 Health and Safety Information .....</b>	<b>11</b>
5.1 All health and safety matters associated with the works will be dealt with in accordance with Occupational Health and Safety Act, 1993 (Act no 85 of 1993). .....	11
5.2 The Contractor shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof. ....	11
5.3 The Contractor shall comply with the Safety Rules for Transnet, as adopted from time to time, a copy of which can be obtained from the representative of TPT. ....	11
5.4 The Contractor shall comply with all laws, provincial ordinances, local authority bylaws, and all relevant regulations which are applicable to the works. ....	11
5.5 The Contractor shall maintain housekeeping at all time at the work area. ....	11
5.6 The Contractor must prepare and submit the Occupational Health and Safety file to TPT SHEQ Department for acceptance before start of the works. SHE file is to always be kept on site. The file is to contain amongst others all that is applicable as contained in Annexure D..	11
<b>6 Procurement .....</b>	<b>12</b>
6.1 The Contractor's Invoices.....	12

## **C3.1 Service Information**

### **1 Description of the service**

#### **1.1 Executive overview**

The service that the *Contractor* is to perform includes maintenance and repairs of steel structures for port equipment at the TPT Port Elizabeth Bulk Ore Terminal (PEBOT). Maintenance shall take place at predetermined intervals, mainly during the maintenance shutdowns and the repairs are for equipment breakdowns. The structures to be maintained and repaired are Conveyors, Tipplers, Stackers, Reclaimers, and Ship Loaders.

TPT has a commitment to ensure uptime and availability of equipment. The appointed Contractor for this service shall align themselves to TPT's work ethic, planning, and strategy in maintaining structural components of the plant. The Contractor shall provide expertise, supervision, labour, transport, etc. for the works.

#### **1.2 Employers Objective**

The Employer's current objective is to acquire the services of a *Contractor* with working knowledge and experience in structural maintenance of a bulk material handling plant. The Employer aims to maintain the structural integrity and availability of the plant to operations department by executing structural maintenance and repairs on all shipping and stacking structures at PEBOT. This shall be conducted in the Shipping & Stacking Equipment:

- 1.2.1 Transfer Chutes
- 1.2.2 Diverter cars
- 1.2.3 Counterweight systems.
- 1.2.4 Conveyor system structures
- 1.2.5 Reclaimer bucket wheels
- 1.2.6 Reclaimer boom hoppers & Reclaimer center chutes.
- 1.2.7 Ship-Loader & Tripper-Car Structure & chutes
- 1.2.8 Vibratory feeders
- 1.2.9 Tippler bins
- ....

#### **1.3 Access to the Affected Property**

1.3.1 The *Contractor* will need to comply with the following security requirements once his SHE file has been approved:

- 1.3.1.1 **Copy of Identification Document (SAPS Certified)**
- 1.3.1.2 **Duration of permit required.**
- 1.3.1.3 **Name list of persons and list of vehicles**
- 1.3.1.4 **Copy of Safety Induction Register**

**1.3.1.5 Copy of Medical fitness certificates**

**1.3.1.6 Driver's licenses for all vehicles drivers (SAPS Certified)**

**1.3.1.7 Valid roadworthy certificate for all vehicles / copy of latest license renewal**

**1.3.1.8 Hired vehicle – Proof of Lease agreement**

- 1.3.2 The *Contractor* complies with the Employer's Affected Property entry and security control, permits, and Affected Property regulations.
- 1.3.3 The *Contractor* plans and organizes his work in such a manner to cause the least possible disruption to the Employer's operations.
- 1.3.4 The *Contractor* ensures safe passage to the Affected Area.
- 1.3.5 The *Contractor* ensures that all his Service staff, labour, and equipment remains within the working Area.
- 1.3.6 All the *Contractor's* staff and labour working with the Affected Area complies the Employer's safety requirements and are equipped with all the necessary personal protective equipment (PPE).
- 1.3.7 The *Contractor* keeps daily records of his people engaged on the Affected Area with access to such daily records available for inspections by the Service Manager at all reasonable times.

## **1.4 Provisions**

- 1.4.1 The *Contractor* provides maintenance and repair services for the Employer on an as and when required basis for a period of three (3) years.

1.4.2 Maintenance:

**1.4.2.1 The *Contractor* shall conduct structural maintenance during the following planned maintenance intervals:**

- 1.4.2.1.1 *Annual Total Maintenance Shutdown planned for ten (10) days, this occurs once a year and includes all shipping & stacking equipment.*
- 1.4.2.1.2 *Shipping Maintenance Shutdown planned for seven (7) days; this occurs twice a year.*
- 1.4.2.1.3 *The shutdown outages shall include weekend work (Saturday and Sunday) and paid public holidays (PPH).*
- 1.4.2.1.4 *The Contractor shall work twelve (12) hours per day and note that these working hours can change to twenty-four (24) hours depending on the number of packages planned for that specific shutdown. This shall be communicated beforehand and shall require the approval of the Project Manager. The normal working hours (Monday to Friday) hours are 06h00 to 18h00. Working hours between 18h00 and 06h00 are considered overtime.*
- 1.4.2.1.5 Saturday, Sunday, and public holidays are considered as overtime.

**1.4.2.2 The *Contractor* shall ensure the manning levels are able to meet the shutdown timelines for equipment handover to TPT for the commissioning process, meeting the following requirements:**

- 1.4.2.2.1 *Annual shutdown (stacking and shipping) maintenance must be completed within an eight (8) day period so that equipment can be handed to TPT for cold and hot commissioning.*
- 1.4.2.2.2 *Shipping maintenance must be completed within a five (5) day period so that equipment can be handed to TPT for cold and hot commissioning.*
- 1.4.2.2.3 *The time needed for site establishment and mobilization are excluded.*

**1.4.2.3 The *Contractor* shall attend the daily maintenance shutdown meetings including the kick-off meeting for each shutdown.**

**1.4.2.4 The *Contractor* shall conduct mini daily task risk assessments and daily safe task instruction (DSTIs) for each task planned to be performed onsite.**

- 1.4.2.5** The *Contractor* shall submit the DSTIs in the following day's morning meeting or electronically via email to the *Service Manager*.
- 1.4.2.6** The *Contractor* shall have one (1) Safety, Health, and Environmental (SHE) Officer who shall be responsible to ensure compliance to all SHE requirements.
- 1.4.2.7** The *Contractor* shall have competent personnel: Welders and Boilermakers that are qualified as Tradesmen with a red seal (proof shall be submitted with the bid submission and any time the *Contractor* is called to site).
- 1.4.2.8** The *Contractor* shall be required to submit a sample of qualifications and CVs for the Supervisor who shall oversee all maintenance work. for the tender evaluation stage and before each shutdown if new personnel are appointed. A
- 1.4.2.9** The *Contractor* personnel shall form multiple teams required for the structural stacking and shipping equipment structural maintenance services after the award consisting of welders, boilermakers, and structural or mechanical semiskilled workers. The Supervisors shall be responsible for an entire section.
- 1.4.2.10** The minimum number of personnel required per section shall be as follows:
- 1.4.2.10.1 Stacking equipment section:*
- One (1) Supervisor
  - Eighteen (18) Welders
  - Fourteen (14) Boilermakers
  - Fourteen (14) Semiskilled workers
- 1.4.2.10.2 Shipping equipment section:*
- One (1) Supervisor
  - Twenty-nine (29) Welders
  - Eighteen (18) Boilermakers
  - Eighteen (18) Semiskilled workers
- 1.4.2.11** The *Contractor* shall have their own tools and equipment during the period of contract:
- 1.4.2.11.1 The Contractor shall supply all the required tools.*
- 1.4.2.11.2 The Contractor shall supply lighting (headlight, torch, or portable handlamp) equipment and extension cords to ensure adequate lighting during the execution of the maintenance in the chutes.*
- 1.4.2.11.3 All of the Contractor's tools and equipment to be kept on a register and register to be made available to TPT Security on request.*
- 1.4.2.11.4 The safekeeping of the tools and equipment will be the responsibility of the Contractor.*
- 1.4.2.12** TPT shall provide diesel-powered welding machines for use during the maintenance shutdown period including welding cables, welding rods utilized for hard facing and welding.
- 1.4.2.13** TPT shall provide Diesel fuel. Each welding machine fuel level shall be recorded at time of refill: amount of Diesel fuel refilled, hour meter reading, and registration or serial number. Welding machine shall not be left running when they are not being used.
- 1.4.2.14** The *Contractor* shall follow the Transnet equipment isolation procedure (isolation and restoration) before any work is conducted onsite by electrically isolating and signing off on the equipment at the Control Tower.
- 1.4.2.15** The maintenance of the Chutes, Reclaimer Bucket Wheels, Hoppers, Tippler bins, and Feeders shall be carried out in the following manner:

- 1.4.2.15.1 Contractor to isolate conveyor on the entrance and exit side of the chute.
- 1.4.2.15.2 TPT to clean the chutes.
- 1.4.2.15.3 TPT to inspect the condition of the liners and mark liners that require replacement and those that require hard facing.
- 1.4.2.15.4 Contractor to remove worn out liners and sketch a profile of the liner for cutting the new liner.
- 1.4.2.15.5 TPT to provide new liner plates, collars, and bolts & nuts.
- 1.4.2.15.6 TPT to cut liner plate to size and shape required.
- 1.4.2.15.7 Contractor to fit and weld collars onto new liner plate.
- 1.4.2.15.8 Contractor to transport finished liner to site and into chute.
- 1.4.2.15.9 Contractor to fit new liner plate inside the chute.
- 1.4.2.15.10 Contractor to remove skirting rubbers.
- 1.4.2.15.11 TPT to inspect skirting liner for wear and tear.
- 1.4.2.15.12 If the skirting liner is worn out, TPT shall provide a new skirting liner for Contractor to remove worn out skirting liner and install new skirting liner.
- 1.4.2.15.13 TPT to provide new collars and bolts & nuts for the skirting liner.
- 1.4.2.15.14 Contractor to fit and weld collars on skirting liner.
- 1.4.2.15.15 Contractor to transport skirting liner to site and install it.
- 1.4.2.15.16 TPT to provide new skirting rubber.
- 1.4.2.15.17 Contractor to fit new skirting rubber.
- 1.4.2.15.18 TPT and Contractor to inspect and approve or reject quality of work conducted.
- 1.4.2.15.19 Contractor to address any rejected work.
- 1.4.2.15.20 TPT to inspect and approve quality of work conducted.
- 1.4.2.15.21 The Contractor is responsible for all the housekeeping at their respective work areas.
- 1.4.2.15.22 TPT to commission the machine.

**1.4.2.16 In addition to 1.4.2.15, the Contractor shall take note of the following requirements on the shipping equipment and conveyors structures:**

- 1.4.2.16.1 Shipping Transfer Chutes (T4, T6, T8, T9, Tripper Car):
  - a. The quantity of chutes for this section is eleven (11).
  - b. These are 6A-7AB, 6B-7AB, 6C-7AB, 3A-7AB, 3B-7AB, 7A-8AB, 7B-8AB, 8A-9AB, 8B-9AB, 9A-10A, and 9B-10B.
- 1.4.2.16.2 Reclaimer Bucket Wheels:
  - a. The Contractor shall open all inspection covers of the Bucket Wheel and clean out cavities/cells (A&C Reclaimer).
  - b. The quantity of Bucket Wheels to maintain is three (3).
  - c. These are A Reclaimer, B Reclaimer, and C Reclaimer.
- 1.4.2.16.3 Reclaimer Bucket Wheel Hoppers:
  - a. The quantity of Bucket Wheel Hoppers is three (3).

**1.4.2.16.4 Reclaimer Center-chutes:**

- a. The centre chutes quantity is three (3).

**1.4.2.16.5 Ship loader Transfer Chute:**

- a. The quantity for Ship loader transfer chutes is two (2).
- b. These are 10A-11A, and 10B-11B.

**1.4.2.16.6 Shipping Counterweight (Take-up) Structures:**

- a. TPT shall clean on and around all counterweights removing all the manganese to allow for visual inspections. This shall include high pressure cleaning of the counterweight structures. This excludes cleaning of the pits.
- b. TPT shall inspect and identify all defects that need to be addressed during the shutdown.
- c. The *Contractor* shall strip all corroded and bent counterweight guide poles including steel wire ropes were applicable.
- d. The 7s conveyors' counterweight: complete tower structures shall be sand blasted repainted according to Transnet corrosion specification.
- e. The tower structure corroded beyond the Transnet Corrosion Specification must be replaced, TPT will supply material i.e. angle iron, bolts & nuts, and flat bars.
- f. The *Contractor* shall replace all corrosion damaged guide poles and structures including supports.
- g. The *Contractor* shall replace all trolley wheels, trolley bushes, and steel wire ropes for the 7's and repair trolley structure.
- h. The *Contractor* to fit back the counterweights including all brackets, rollers, and guards.
- i. The *Contractor* shall align the counterweight poles on each conveyor belt to ensure the counterweight is moving freely after alignment and functions as required.
- j. The quantity of counterweights (take-up) structures to maintain is eleven (11).

**1.4.2.17 In addition to 1.4.2.15, the *Contractor* shall take note of the following requirements on the stacking equipment and conveyor structures:**

**1.4.2.17.1 Stacking Transfer Chutes, (T1, T2, T3, T5, T7):**

- a. The quantity for the transfer chutes is eight (8).
- b. These are A-Feeders-1A, B-Feeders-1B, 1A-2AB, 1B-2AB, 2A-4A3A, 2B-4B3B, 4A-A-Stacker, and 4B-B-Stacker.

**1.4.2.17.2 Stacking Counterweight(take-up) Structures:**

- a. TPT shall clean on and around all counterweights removing all manganese to allow for visual inspections. This shall include high pressure cleaning of the counterweight structures. This excludes cleaning of the pits.
- b. TPT shall inspect and identify all defects that need to be addressed during the shutdown.
- c. The *Contractor* shall strip all corroded and bent counterweight guide poles including steel wire ropes were applicable.

- d. The *Contractor* shall replace all corrosion damaged guide poles and structures including supports.
- e. The *Contractor* shall replace all trolley wheels, trolley brushes, and steel wire ropes for the 2s and repair trolley structure.
- f. The *Contractor* to fit back the counterweights including all brackets, rollers, poles, and guards.
- g. The *Contractor* shall align the counterweight poles on each conveyor belt to ensure the counterweight is moving freely after alignment and functions as required.
- h. The quantity for the counterweight (take-up) structures is eight (8).

1.4.2.17.3 *Tippler bins:*

- a. The quantity for the Tippler bins is four (4).

1.4.2.17.4 *Feeders:*

- a. The feeder quantity is four (4).

**1.4.2.18 Operator Cabin Maintenance:**

1.4.2.18.1 *Operator cabins for all port equipment i.e. Tippler, Stacker, Reclaimer, and Ship loader as and when required:*

- a. Cabin structure:
  - 1. Structure to be scrubbed to remove old paint and surface corrosion or defects.
  - 2. Maintenance of cabin wall inside and outside.
  - 3. Prime, first coat, and topcoat to be applied as per Transnet corrosion specification on the outside and stairs/ladder of the cabin.
  - 4. Maintain door frame and door to ensure a sufficient seal from the outside weather for the operator.
  - 5. Maintain the cabin swivel: swivel shaft replacement, treat corrosion, and repaint all brackets and supporting members, and replace rubber bushes and bolts.
- b. Inside the cab
  - 1. Ensure cabin is neat and clean.
  - 2. Ensure that cabin is airtight by replacing worn out rubber seals.
  - 3. Paint the cabin final coat according to Transnet Corrosion Specification.
- c. The total quantity of operator cabins is nine (9).

**1.4.2.19 The *Contractor* shall submit a business continuity plan addressing the industrial strike and any other unforeseen activities that may negatively affect the business' maintenance during the contract to ensure quick recovery of services. This shall be submitted after the Contract has been awarded to the successful bidder.**

**1.4.2.20 The *Contractor* Manager shall be available on the phone for any arising issues and attend the Service Level Agreement (SLA) meetings.**

1.4.3 Repairs:

**1.4.3.1 The *Contractor* shall provide a structural team to provide structural repairs (breakdown) as and when required.**

**1.4.3.2 The *Contractor* shall be available on a call out basis twenty-four (24) hours per day/seven days per week.**

**1.4.3.3 Team to consist of the following:**

1.4.3.3.1 *One (1) Boilermaker.*

1.4.3.3.2 *One (1) Welder.*

1.4.3.3.3 *Two (2) Assistance Personnel.*

**1.4.3.4 The estimated weekday hours required per year is one hundred (100) hours.**

**1.4.3.5 The estimated weekend or public holidays hours required per year is one hundred (50) hours.**

**1.4.3.6 The Contractor shall ensure that the team is fully equipped with all tools and equipment including one (1) mobile diesel-powered welding machine with welding cables to perform all needed structural work.**

**1.4.3.7 TPT will provide Diesel fuel. Each welding machine shall be recorded at time of refill: amount of Diesel fuel refilled, hour meter reading, and registration or serial number. The contractor shall arrive with a machine full of Diesel fuel and then TPT shall refill any used fuel using the control measure above.**

**1.4.3.8 The area of work shall cover all the terminal equipment structures (Stacking & Shipping).**

**1.4.3.9 The Contractor shall provide their own diesel-powered welding machine for all repair work.**

1.4.4 Maintenance and repair spare parts, materials, and consumables.

**1.4.4.1 TPT will provide the following during the maintenance and repairs:**

1.4.4.1.1 *Wear liners.*

1.4.4.1.2 *Wear liner collars.*

1.4.4.1.3 *Bolts, screws, and washers.*

1.4.4.1.4 *Welding electrodes/rods.*

1.4.4.1.5 *Hard facing electrodes/rods.*

1.4.4.1.6 *Steel i.e. plates, channel iron, round bar, flat bar.*

1.4.4.1.7 *Skirting rubbers.*

1.4.4.1.8 *Skirting liners.*

**1.4.4.2 The Contractor must provide their own accommodation and transport.**

## **1.5 Tests and inspections before and during the Provision of the Service as per Service Information**

1.5.1 The Contractor and Service Manager shall inspect all works and agree on condition of the work and whether to accept or reject using the quality plan and checklist.

1.5.2 All accepted work shall be further observed during hot commissioning when the machines are running at full capacity.

1.5.3 Any wear liner that come loose shall be addressed and any damages caused by such wear liners shall be for the Contractor's account.

1.5.4 All rejected work shall be rectified and defects addressed as a matter of urgency.

1.5.5 All accepted work, amendments, defects, and rectifications shall be captured on Quality Control documentation.

## 2 SERVICE

### 2.1 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service

#### 2.1.1 Affected Property entry and security control, permits, and Affected Property regulations

The *Contractor* complies with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

#### 2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

2.1.2.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of TPT. To this end, access routes are allocated and coordinated by the *Service Manager*.

2.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within the Affected Property complies with Transnet Port Terminals (TPT) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

#### 2.1.3 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

## 3 LIST OF REFERENCE SPECIFICATIONS

The above stipulation is for information and reference purposes only. Please refer to electronic references.

Drawing number	Revision	Title
EEAM-Q-006	Version 10	Structural Steel Work Specification
EEAM-Q-008	Version 17	Corrosion Protection Specification
EEAM-Q-009	0	Quality Management Specification

## 4 Management Meetings

### 4.1 Regular meetings of a general nature may be convened and chaired by the Service Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off	Start of contract	Teleconference	Employer, Service Manager, Contractor, and as necessary and appropriate delegates
Shutdown meeting	Daily – everyday at 07h00 and 16h00	Workshop boardroom	17 Employer, Service Manager, Contractor, and as necessary and appropriate delegates
Service Level Agreement feedback	Monthly	Teleconference	Employer, Service Manager, Contractor, and as necessary and appropriate delegates

## 5 Health and Safety Information

- 5.1 All health and safety matters associated with the works will be dealt with in accordance with Occupational Health and Safety Act, 1993 (Act no 85 of 1993).
- 5.2 The Contractor shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof.
- 5.3 The Contractor shall comply with the Safety Rules for Transnet, as adopted from time to time, a copy of which can be obtained from the representative of TPT.
- 5.4 The Contractor shall comply with all laws, provincial ordinances, local authority bylaws, and all relevant regulations which are applicable to the works.
- 5.5 The Contractor shall maintain housekeeping at all time at the work area.
- 5.6 The Contractor must prepare and submit the Occupational Health and Safety file to TPT SHEQ Department for acceptance before start of the works. SHE file is to always be kept on site. The file is to contain amongst others all that is applicable as contained in Annexure D.

## 6 Procurement

### 6.1 The *Contractor's* Invoices

- 6.1.1 Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice in accordance with the Employer's procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- 6.1.2 When the Service Manager certifies payment (see TSC3 Clause 51.1) following an assessment date, the Contractor complies with the Employer's procedure for invoice submission.
- 6.1.3 The invoice must correspond to the Service Manager's assessment of the amount due to the Contractor as stated in the payment certificate.
- 6.1.4 The invoice states the following:
- Invoice addressed to Transnet SOC Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Vendor number
  - The Contract number
  - Invoice should be broken down into items of price list
  - An assessment is jointly completed by the Service Manager and the Contractor and are in agreement of at least the following:
    - Scope completed
    - Quantity completed
    - Value of work completed
- 6.1.5 The invoice is presented either by email or by hand delivery.
- 6.1.6 The invoice and statement are presented as originals. The originals must be in receipt by the Service Manager on or before the last working day of the month. A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.



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## Affected Property – Approval

Subject: Provision of Structural Maintenance and Repair Services for Transnet Port Terminals (TPT) at the Port Elizabeth Bulk Ore Terminal (PEBOT) on an as and when required basis for a period of three (3) years.

Rev no.: 06



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## PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

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

### 1. Description of the Affected Property and its surroundings

#### 1.1. General description

The works is situated at the Port of Port Elizabeth Transnet Port Terminals (TPT) Bulk Plant. The plant can be seen circled in red and orange in Figure 1. The Port of Port Elizabeth is in Gqeberha (Port Elizabeth), Eastern Cape province, South Africa. The Port can be accessed via Baakens Street using the Baakens Street entrance. The gate, with controlled access, to the plant is 1.3 kms from the Port Entrance.

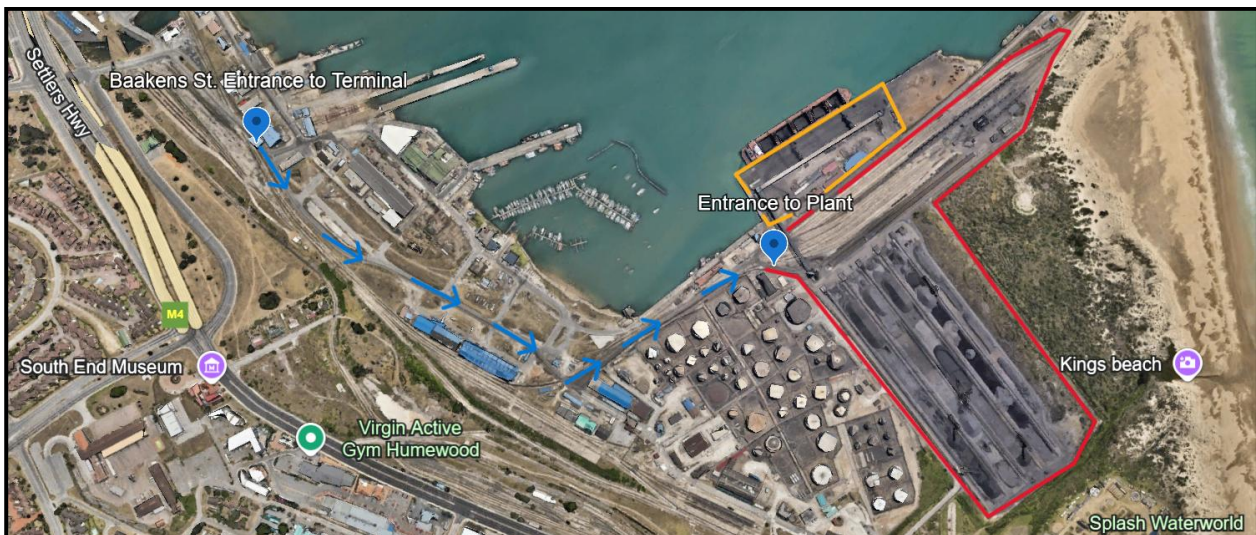


Figure 1: Directions to the Plant via Baakens street entrance

Once the Contractor has access to the plant then they will be able to access all the conveyor tunnels and galleries where the works is to take place. See Figure 2 for the overview of the layout of the plant.



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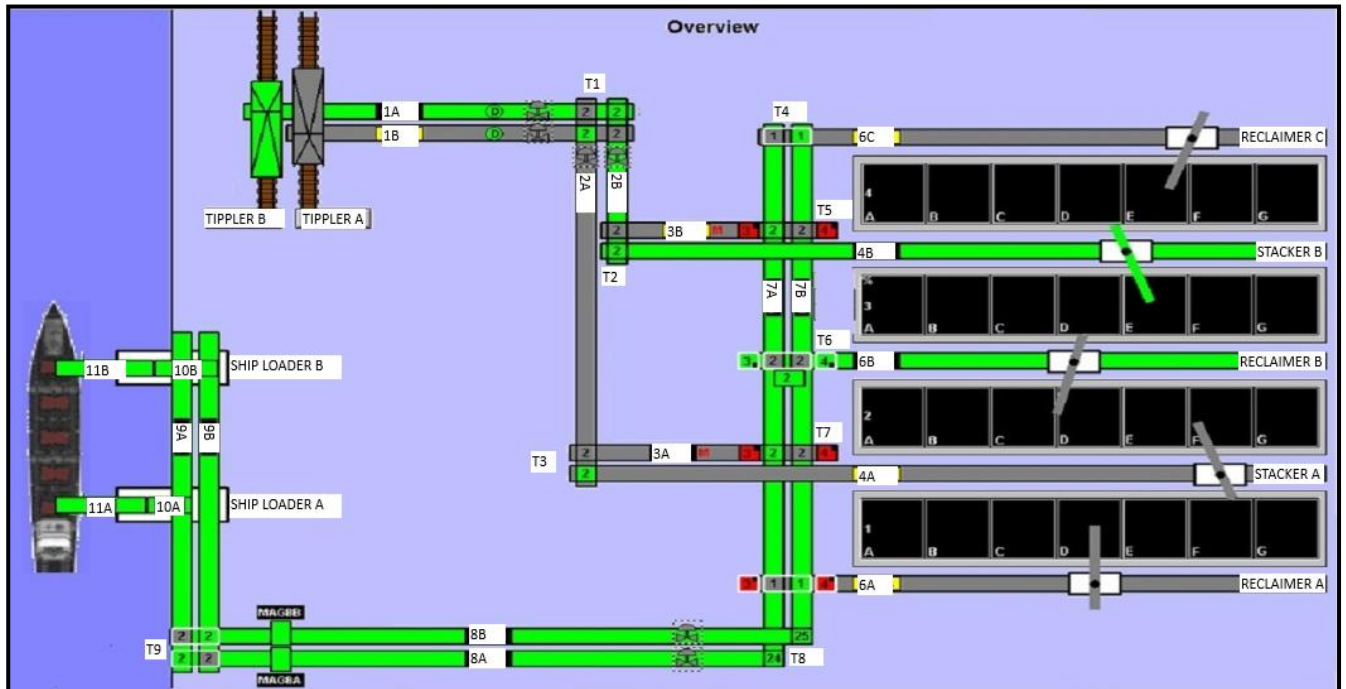


Figure 2: Plant Layout Overview

The 1s, 3s, and 7s conveyors are below ground and are accessible using stairs. The 2s conveyor has a section below ground and a section at ground level. The 8s conveyors have a section below ground and a section above ground. The 9s conveyor galleries are above ground and are accessible using stairs. The conveyor chutes are located inside the transfer houses T1 up to T9 and the Tripper Cars for Ship Loader A and B. Each machine, i.e. Stacker, Reclaimer, and Ship Loader has one (1). The Reclaimers have a hopper each and a bucket wheel. The Tippler bins and feeders are at the Tippler section. The Tippler bins are accessible using scaffolding and feeders using stairs and scaffolding.

## 1.2. Existing buildings, structures, and plant & machinery on the Affected Property

Other structures and machinery on the Affected Property includes:

- Transfer chutes
- Diverter chutes
- Hydraulic actuators
- Conveyor Belt
- Conveyor troughing and return rollers
- Conveyor belt scrapers
- Conveyor belt pulleys

During the maintenance shutdowns, other contractors will be working on the other structures and machinery on the Affected Property. The Contractor shall plan their work such that it accommodates



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the disassembly, removal, or installation of these structures and machinery from the Affected Property.

### **1.3. Hidden services**

The contractor shall work at heights on certain locations of the site.