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

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY.

RFP NUMBER	: TPT/2022/04/73/RFP
ISSUE DATE	: 27th September 2022
COMPULSORY BRIEFING	: 05th October 2022 starting at 11h00am
CLOSING DATE	: 26th October 2022
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

-ELIGIBILITY WITH REGARDS TO ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING.

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

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:

– RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1-4

– LOCAL PRODUCTION AND CONTENT IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017:

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

of Trade and Industry (DTI):

Components	Local Content Thresholds
Electrical Cables	90%
Furniture	65%-100%

ELIGIBILITY IN TERMS OF THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD :

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, CIDB Website at https://www.cidb.org.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the Meeting Boardroom, at Saldanha Iron Ore Terminal Admin Building on the 05th October 2022, at 11:00am [11 O'clock] for a period of ± 4 (Four) hours. [Tenderers to provide own transportation and accommodation].</p> <p>Tenderers who wish to participate in the compulsory briefing session must send request via email to wiseman.xaba2@transnet.net before close of business on Friday, 30th September 2022.</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
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	<ul style="list-style-type: none"> • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1a hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1a to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (22/10/26)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter**

due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

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- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-21**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

		C2.2 Activity Schedule
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Sourcing Specialist
	Name:	Wiseman Xaba
	Address:	Transnet Port Terminals 202 Anton Lembede Street Durban 4000
	Tel No.	0818647514
	E – mail	wiseman.xaba2@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p style="text-align: right;">□</p>	
	<p>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</p> <p>a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 1-4</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	<p>3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</p> <p><u>Tenderers must properly complete, duly sign and submit returnable schedule</u></p>	

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

90% for Electrical cable products.

65%-100% Furniture

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule **T2.2-33a** (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

http://www.the dti.gov.za/industrial_development/ip.jsp

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and

3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

5. Stage Five - Functionality:

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 below.

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

- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers who wish to participate in the compulsory briefing session must send request via email to wiseman.xaba2@transnet.net before close of business on Friday, **30th September 2022 in order to be included in this compulsory clarification meeting.**

Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-1a certificate of attendance** signed off by the Employer's authorised representative.

- C.2.12 No alternative tender offers will be considered.

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

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

TRANSNET PORT TERMINALS

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Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TPT/2022/04/73/RFP
- The Tender Description : CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

Documents must be marked for the attention of:

Employer's Agent: Wiseman Xaba

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 **26th October 2022**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

JV.

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

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

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

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

Functionality Criteria

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

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

Formula:					
$Points = \frac{Score}{100} \times Weight (Points)\%$					
CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORING PRINCIPAL	WEIGHING	RETUR NABLE SCHED ULE
1. Eligibility	The Contractor must have a 5GB Construction Industry Development Board(CIDB) grading.	N/A	CIDB grade 5GB compliance certificate	Yes/No	T2.2-04
MEASURED CRITERIA	2. Warranties and Guarantees The Contractor is required to indicate on the schedule what warranties and guarantee period is offered for the upgrade of Central Control Room (CCR) at IOT administration works. The guarantee can be a manufacturer's certificate or written letter/confirmation with the manufacturer's letterhead, stating the guarantee and the conditions thereof.	15	A guarantee of 12 months for the upgrade of the CCR works at TPT IOT administration.	The tenderer provided a guarantee of less than 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works. Score 0.	T2.2-08
				The tenderer provided only guarantee of 12 months for the upgrade of the CCR at TPT IOT administration building works without a manufacturer's	

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					certificate or written letter/confirmation on the letter head. Score 20	
					Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with confirmation letter not on approved letterhead. Score 40.	
					Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with manufacturer's certificate confirmation letter not on approved letterhead. Score 60.	
					Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with a manufacturer's certificate or confirmation letter on approved letterhead with well-articulated details of construction, plumbing, electrical works. Score 80.	
					Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with a manufacturer's certificate or confirmation letter on approved letterhead with well-articulated details of construction, plumbing, electrical works and electrical appliances. Score 100.	

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	<p>3. Programme</p>	<p>The tenderer shall provide the proposed programme, at a minimum Level 3 showing but not limited to the following: Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.</p> <p>The Contractor must provide a detailed project programme that the Contractor is committing to, which shows projects activities from issuing the Letter of Award (LoA) to the commencement of construction activities such as lead times for building material and designs etc. in an orderly manner. As a minimum, the Contractor must provide an activity duration and dependencies of various project activities and milestones. The part 1 programme should begin from the issuing date of Letter of Award (LoA) to the start of actual work. The Employer requires this part 1 project programme to be completed within three (3) months from the issuing date of LoA.</p> <p>The Contractor must provide a detailed project programme that the Contractor is committing to, which shows projects activities, 7th floor staff relocation , demolition, building, electrical, plumbing, furniture delivery, features and finishing, etc. in an orderly manner. As a minimum, the Contractor must provide an activity duration and dependencies of various project activities and milestones. The programme should begin from detailed Designs Approval response for the rest of construction activities and furniture delivery. The Employer requires this part 2 project programme to be completed in three (3) months from the approval of detailed designs.</p>	10	<p>Delivery of construction material and submission of detailed designs within three (3) months.</p> <p>Delivery of construction material and submission of detailed designs beyond three (3) months.</p> <p>The upgrade of the CCR floor at IOT Admin building at TPT SLD construction work and furniture delivery and installation within three (3) months from the detailed designs approval</p> <p>The upgrade of the CCR floor at IOT Admin building at TPT SLD construction work and furniture delivery and installation beyond three (3) months from the detailed designs approval.</p>	<p>The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme. Score 0</p> <p>The programme is generic, activities from issuing of LOA are not in orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works.Therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project. Score 20.</p> <p>The Programme is at Level 1 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works . Score 40.</p> <p>The Programme is at Level 2 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works . Score 60.</p> <p>The Programme is at Level 3 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical,</p>	T2.2-06
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					plumbing,furniture delivery, features and finishes,up to completion of the works . Score 80.	
					The Programme is at Level 3 and addresses all specific project objectives and deals with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works. Score 100.	
	4. Previous Experience	Contractor to submit four (4) traceable references,from four(4) different companies on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation within the last Ten(10) Years. Four different contactable references with the following details (min) Company, Representative, Email, Phone and Cellular Number, should be provided as a minimum.	25	Four (4) traceable references,from four(4) different companies on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation within the last Ten(10) Years. Four different contactable references with the following details (min) Company, Representative, Email, Phone and Cellular Number, should be provided as a minimum.	<p>The tenderer has no evidence of previous experience. Score 0.</p> <p>The tenderer provided references but did not provide contact details Score 20</p> <p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of One(1) traceable references from One(1) company, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 40.</p> <p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Two(2) traceable references from Two(2) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 60.</p> <p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Three(3) traceable references from Three(3) different</p>	T2.2-07

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					<p>companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 80.</p> <p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Four(4) traceable references from Four(4) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 100.</p>	
	5. Quality Assurance	<p>Quality Assurance documentationThe Contractor to provide a Quality Control Plan which corresponds to the scope of work and outlines the proposed hold points related to the works and programme. The following documents to be submitted:• Organizational Chart• Resumes and Certifications Documentation• Quality Control Manager Responsibility• Major Deliverables of Work• Quality Control Testing and Verifications• Tests and Records• Weekly QA/QC Meeting Minutes• Initial Inspection Checklist• Receiving Material Inspection Report• Contractor Quality Control Worksheet</p>	25	The Contractor to provide a Quality Control Plan, which corresponds to the scope of work and outlines the proposed hold points related to the works and programme.	<p>The tenderer has submitted no information or inadequate information to determine a score. Score 0</p> <p>The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology. Score 20</p> <p>The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. All ten (10) of the requested documents submitted. Score 40</p> <p>Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met. All ten (10) of the requested documents submitted. Score 60</p> <p>The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The</p>	T2.2-05

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					methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All ten (10) documents submitted. Score 80.	
					Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The Quality Plan approach details ways to improve the project outcomes and the quality of the outputs. All the 10 activities/documents submitted. Score 100.	
		Method Statement The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing.	25	The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing.	The tenderer has submitted no information . Score 0.	T2.2-08A
	6.Documentation & Method Statement				The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology. Score 20.	
					The methodology/approach is generic and not tailored to address the specific project objectives and methodology. One(1) activity included on safe work method statement submitted. Score 40.	
					Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met. Two (2) activities included on safe work method statement submitted. Score 60.	
					The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. Three(3)	

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					activities included on safe work method statement submitted. Score. 80.	
					The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All Four (4) activities included on safe work method statement submitted. Score 100.	
Technical Qualification Threshold = 70%.			100			

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

- **T2.2-04 Eligibility**
- **T2.2-06 Programme**
- **T2.2-08 Guarantee and Warranties**
- **T2.2-07 Previous Experience**
- **T2.2-05 Quality Assurance Documentation**
- **T2.2-08A Method Statement**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement))

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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- C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

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

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



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T2.1 List of Returnable Documents

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

T2.2-01a **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-01 **Stage Two as per PPPFA: Pre-qualification Criteria Schedule** - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 1-4

T2.2-02 **Stage Three as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)

T2.2-03 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

T2.2-04 **Evaluation Schedule:** Eligibility

T2.2-05 **Evaluation Schedule:** Quality Assurance

T2.2-06 **Evaluation Schedule:** Programme

T2.2-07 **Evaluation Schedule:** Previous experience

T2.2-08 **Evaluation Schedule:** Guarantees and Warranties

T2.2-08A Evaluation Schedule: Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Availability of equipment and other resources

T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

T2.2-15 Site Establishment requirements

T2.2-16 Capacity and Ability to meet Delivery Schedule

T2.2-17 RFP Clarification Request form



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Agreement and Commitment by Tenderer:

- T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-19 Non-Disclosure Agreement
- T2.2-20 RFP Declaration Form
- T2.2-21 RFP – Breach of Law
- T2.2-22 Certificate of Acquaintance with Tender Document
- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Supplier Code of Conduct
- T2.2-25 SBD 1
- T2.2-26 SBD 9

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-27 Insurance provided by the Contractor
- T2.2-28 Form of Intent to provide a Performance Guarantee
- T2.2-29 Forecast Rate of Invoicing
- T2.2-30 Three (3) years audited financial statements
- T2.2-31 Foreign Exchange Requirements
- T2.2-32 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-33 Annexure A- A Guidance Document for the Calculation of Local Content
- T2.2-33a Annexure C-Local Content
- T2.2-33b Annexure D-Local Content
- T2.2-33c Annexure E-Local Content



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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule



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CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY	ELIGIBILITY – PREQUALIFICATION B-BBEE STATUS LEVEL 1 TO 4 AND SUBCONTRACTING TO DESIGNATED GROUPS	TENDER SCHEDULE: T2.2-01
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Mandatory Returnable

Note to tenderers:

Pre-qualification criteria for preferential procurement

4. (1)(a) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond:-

- Only B-BBEE status level of 1-4

A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

In accordance to PPPFA Regulation 4. This tender is open to bidders with a B-BBEE status Level 1 to 4. Respondents who do not have at least this B-BBEE status or higher will be disqualified.

Tenderers are to indicate their B-BBEE status by filling in the table below;

B-BBEE Level	Status (EME or QSE/ GEN)	% black ownership	Expiry Date	Valid B-BBEE Certificate from an accredited verification agency (e.g. SANAS)/Sworn Affidavit Attached	
				Yes	No
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Signed:

Date:

Name:

Position:

Tenderer:

T2.2-1a: 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



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Mandatory Returnable

SBD 6.2

T2.2-02: Annexure B-Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);



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- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

- Electrical Cables 90%
- Furniture Products: Office Furniture 65%-100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



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



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

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

IN RESPECT OF BID NO. TPT/2022/04/73/RFP

ISSUED BY: TRANSNET PORT TERMINALS ON BEHALF OF TRANSNET SOC LTD

NB

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

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

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

Electrical Cables – 90%

Price of the Designated commodity	Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011		R
Stipulated minimum threshold for local content (paragraph 3 above)		90%
Local content %, as calculated in terms of SATS 1286:2011		

Furniture Products: Office Furniture-65%

Price of the Designated commodity	Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011		R
Stipulated minimum threshold for local content (paragraph 3 above)		65%
Local content %, as calculated in terms of SATS 1286:2011		



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Furniture Products: Office Furniture-100%

Price of the Designated commodity	Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011		R
Stipulated minimum threshold for local content (paragraph 3 above)		100%
Local content %, as calculated in terms of SATS 1286:2011		

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The



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- penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
- iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
 - e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
 - f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.



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with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

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

CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below.

Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB** or **higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the a **4GB or higher** class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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T2.2 – 04: Compliance to Eligibility Criteria

Mandatory Returnable

Tenderers are to indicate in this schedule compliance to the Eligibility Criteria of Central Control Room at IOT Admin building Port of Saldanha.

Central Control Room upgrade Compliance	Comply (Yes/No)
The <i>Contractor</i> to indicate if the <i>Contractor</i> has 5GB Construction Industry Development Board (CIDB) grading or more.	

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Mandatory Returnable

T2.2-05: Quality Assurance

Note to tenderers:

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

The Contractor must submit quality documentation giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing works.

The Contractor to provide a Quality Control Plan which corresponds to the scope of work and outlines the proposed hold points related to the works and programme. The following documents to be submitted:

- Organizational Chart
- Resumes and Certifications Documentation
- Quality Control Manager Responsibility
- Major Deliverables of Work
- Quality Control Testing and Verifications
- Tests and Records
- Weekly QA/QC Meeting Minutes
- Initial Inspection Checklist
- Receiving Material Inspection Report
- Contractor Quality Control Worksheets

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

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

CORE	
	<p>The Contractor to provide a Quality Control Plan, which corresponds to the scope of work and outlines the proposed hold points related to the works and programme. The following ten (10) documents to be submitted:</p> <ul style="list-style-type: none"> • Organizational Chart • Resumes and Certifications Documentation • Quality Control Manager Responsibility • Major Deliverables of Work • Quality Control Testing and Verifications • Tests and Records • Weekly QA/QC Meeting Minutes • Initial Inspection Checklist • Receiving Material Inspection Report • Contractor Quality Control Worksheet
Maximum Score is 25	25
Formula:	$Points = \frac{Score}{100} \times 25$
Score 0	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology.
Score 40	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. All ten (10) of the requested documents submitted.
Score 60	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met. All ten (10) of the requested documents submitted.
Score 80	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All ten (10) documents submitted.
Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The Quality Plan approach details ways to improve the project outcomes and the quality of the outputs. All the 10 activities/documents submitted.

Mandatory Returnable**T2.2-06: Evaluation Schedule: Programme****Note to tenderers:**Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in **Primavera or Ms. Project**.

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

The tenderer shall provide the proposed programme, at a minimum **Level 3** showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the Contractor will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in **T2.2-08A List of Returnables**.

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The scoring of the Programme will be as follows:

CORE				
Procurement official to change according to tender requirements in conjunction with the planner	Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the Contractor will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.	The Programme must clearly support and demonstrate alignment to the approach paper/method.
Maximum Score	10			
Formulae:	Points = $\frac{\text{score} \times 10}{100}$			
Score 0	The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme.			
Score 20	The programme is generic, activities from issuing of LOA are not in orderly manner showing staff relocation, demolitions, building, electrical, plumbing, furniture delivery, features and finishes up to completion of the works. Therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.			
Score 40	The Programme is at Level 1 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely, the orderly manner showing staff relocation, demolitions, building, electrical, plumbing, furniture delivery, features and finishes up to completion of the works.			
Score 60	The Programme is at Level 2 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely, the orderly manner showing staff relocation, demolitions, building, electrical, plumbing, furniture delivery, features and finishes up to completion of the works.			
Score 80	The Programme is at Level 3 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely, the orderly manner showing staff relocation, demolitions, building, electrical, plumbing, furniture delivery, features and finishes up to completion of the works.			
Score 100	The Programme is at Level 3 and addresses all specific project objectives and deals with all critical characteristics of the project namely, the orderly manner showing staff relocation, demolitions, building, electrical, plumbing, furniture delivery, features and finishes up to completion of the works.			

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TERMINAL, AS A ONCE OFF SUPPLY

Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme

Mandatory Returnable

T2.2-07: 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:

1. A list of past / current comparable projects.
2. Construction of similar works as detailed in the Works Information with reference to:
 - Contractor to submit four (4) traceable references on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation for a minimum period of 3 (Three) years in the last 10 years.
 - Three different contactable references with the following details (min) Company, Representative, Email, Phone and Cellular Number, should be provided as a minimum.

Index of documentation attached to this schedule

	DOCUMENT NAME
1.	
2.	
3.	
4.	
5.	

#	Name of Previous Customer	Contact Details	Scope	Value	Year
1.					
2.					
3.					
4.					
5.					

The scoring of the Previous Experience will be as follows:

	CORE
	<ol style="list-style-type: none"> 1. A list of past / current comparable projects. 2. Construction of similar works as detailed in the Works Information with reference to: <ul style="list-style-type: none"> • Previous Experience of Contractor to submit four (4) traceable references on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation (3 years). • Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value).
Maximum Score is 25	25
	Formulae: $Points = \frac{Score}{100} \times 25$
Score 0	The tenderer has no evidence of previous experience.
Score 20	The tenderer provided references but did not provide contact details.
Score 40	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of One(1) traceable references from One(1) company, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works).
Score 60	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Two (2) traceable references from Two (2) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works).
Score 80	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Three (3) traceable references from Three (3) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works).
Score 100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Four (4) traceable references from Four (4) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works).

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Mandatory Returnable

T2.2 – 08: GUARANTEE AND WARRANTEE

The Contractor is required, as per the Scope of Work to submit the necessary documentation for the technical evaluation and compliance to the criteria. The Contractor is, as a requirement, to satisfy the following:

Guarantee and Warrantee - The Tenderer is required to indicate on the schedule what guarantee period is offered for each of the works of refurbishment of the building, furniture, plumbing and electrical works combined, taking note of the minimum defect liability periods. The guarantee can be a manufacturer's certificate or written letter/confirmation with the manufacturer's letterhead, stating the guarantee and the conditions thereof. TPT requires a minimum guarantee of 12 months.

Item No.	Description	Guarantee Offered	Description of Guarantee
1.	Upgrade of Central Control Room		

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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The table below will be used as guidelines for scoring / evaluating the guarantee and warantee submitted by the Tenderer:

	The Contractor is required to indicate on the schedule what warranties and guarantee period is offered for the upgrade of Central Control Room (CCR) at IOT administration works. The guarantee can be a manufacturer's certificate or written letter/confirmation with the manufacturer's letterhead, stating the guarantee and the conditions thereof.
Maximum Score	15
Formulae:	$\text{Points} = \frac{\text{Score}}{100} \times 15$
Score 0	The tenderer provided a guarantee of less than 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works.
Score 20	The tenderer provided only guarantee of 12 months for the upgrade of the CCR at TPT IOT administration building works without a manufacturer's certificate or written letter/confirmation on the letter head.
Score 40	Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with confirmation letter not on approved letterhead.
Score 60	Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with manufacturer's certificate confirmation letter not on approved letterhead.
Score 80	Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with a manufacturer's certificate or confirmation letter on approved letterhead with well-articulated details of construction, plumbing, electrical works.
Score 100	Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with a manufacturer's certificate or confirmation letter on approved letterhead with well-articulated details of construction, plumbing, electrical works and electrical appliances.

Mandatory Returnable

T2.2-08A: Evaluation Schedule: Method Statement

Note to tenderers:

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

The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing works.

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

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

	The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing works.
Maximum Score is 25	Formulae: $\text{Points} = \frac{\text{Score}}{100} \times 25$
Score 0	The tenderer has submitted no information.
Score 20	The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology.
Score 40	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. One (1) activity included on safe work method statement submitted.
Score 60	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met. Two (2) activities included on safe work method statement submitted.
Score 80	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. Three (3) activities included on safe work method statement submitted.
Score 100	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All Four (4) activities included on safe work method statement submitted.

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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

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

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

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

Name of Company/Members of Joint Venture:

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

T2.2-12: Risk Elements

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

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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

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

[illegible]

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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"/>

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"/>

T2.2-15: Site Establishment Requirements

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T2.2-16: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

T2.2-17: RFP Clarification Request Form

RFP No: TPT/2022/04/73/RFP

RFP deadline for questions / RFP Clarifications: **Before 12h00 on Wednesday, 12th October 2022.**

Any further requests/clarifications to be strictly directed to The Secretariat, Divisional Bid Adjudication Committee (DBAC), Phumza Lehlohla (phumza.lehlohla@transnet.net).

TO: Transnet Port Terminals

ATTENTION: Wiseman Xaba .

LOCATION	E-tenders Management Portal
----------	-----------------------------

DATE: _____

FROM:

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

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T2.2-18: 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.

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 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 4**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹ "State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

- 2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

- 2.9.1 If so, furnish particulars.

- 2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

- 2.10.1 If so, furnish particulars:

SBD 4**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

SBD 4**4 DECLARATION**

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as 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 EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

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

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

5. BID DECLARATION

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

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

6.1 B-BBEE Status Level of Contribution: 1 . =(maximum of 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

SBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	hard copy of the Register to facsimile number (012) 3265445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

⁶ 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.

10. 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.

Signature

Date

Position

Name of bidder

T2.2-19 NON-DISCLOSURE AGREEMENT

[..... 2020]

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

Signed

Date

Name

Position

Tenderer

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

T2.2-23 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.

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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL
ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT
TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL,
AS A ONCE OFF SUPPLY

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

T2.2-24 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

 Signature

SBD1

This document must be signed and submitted together with your bid

T2.2-25

SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TPT/2022/04/73/RFP	ISSUE DATE:	27 th September 2022	CLOSING DATE:	26 th October 2022	CLOSING TIME:	12:00pm
DESCRIPTION	CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY						
PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Wiseman Xaba		CONTACT PERSON		Phumza Lehlohla	
TELEPHONE NUMBER		081 864 7514		TELEPHONE NUMBER		+27- 31- 308-8144 /0608543033	
FACSIMILE NUMBER				FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		Wiseman.xaba2@transnet.net		E-MAIL ADDRESS		phumza.lehlohla@transnet.net	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

SBD1

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

T2.2-26**SBD 9**

This document must be signed and submitted together with your bid

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium¹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;

¹ 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.

- b. geographical area where product or service 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 bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2-27: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-28: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-29: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-30: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-31: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.

T2.2-32 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

XXXXX (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

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Edition 1

SABS STANDARDS DIVISION

Technical specification

Local goods, services and works — Measurement and verification of local content

This document does not have the status of a South African National Standard.

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SATS 1286:2011
Edition 1

Table of changes

Change No.	Date	Scope

Foreword

This South African technical specification was approved by National Committee SABS TC 180, *Conformity assessment (CASCO)*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This SATS was published in November 2011.

This document is being issued as a South African technical specification because there is a need for clarity and the ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account.

This document will in future be revised and issued as a national standard.

Reference is made in 1.1 and 2.6 to the "relevant national legislation". In South Africa, this means the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Reference is made in the note to 2.10 to a "national accreditation body". In South Africa, this means the South African National Accreditation System (SANAS).

Reference is made in 5.1(a) to an "accredited verification body". In South Africa, this means a body accredited by the South African National Accreditation System (SANAS).

Reference is made in 5.1(b) to an "independent registered auditor". In South Africa, this means a registered auditor approved by the Independent Regulatory Board for Auditors (IRBA) in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005).

Annexes A and B form an integral part of this document.

Introduction

Preferential procurement policies and their associated regulations, such as local content requirements, are mechanisms used by the government and organs of state in the adjudication of tenders, to give consideration to procuring locally manufactured products that comply with specified requirements. Governments may identify specific industries which are deemed to be of critical importance to the economic sustainability and industrial development of their country.

In order to calculate and verify local content, a standardized approach is essential, and this document specifies the approach used in South Africa.

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Local goods, services and works — Measurement and verification of local content

1 Scope

1.1 This technical specification specifies requirements and procedures to define, measure, declare and verify the local content of goods, services and works when required for procurement and other purposes, in terms of the relevant national legislation (see foreword):

NOTE The product should contain no less than the level of local content as determined by the relevant national legislation (see foreword) and other procurement requirements.

1.2 This technical specification does not specify the required safety, quality or other properties of the product.

The responsibility to include the above requirements rests with the procurement authority.

2 Definitions

For the purposes of this document, the following definitions apply.

2.1

component

elementary part (element or portion) of a product

2.2

imported content

that portion of the tender price represented by

a) the cost of imported components, and

b) the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers' subcontractors or any other third party) the costs of which are inclusive of the costs abroad,

plus freight and other direct importation costs, such as landing cost, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax (VAT)

2.3

local content

that portion of the tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local content formula (see 3.1)

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2.4

manufacture

any kind of working or processing, including assembly or specific operations

2.5

material

ingredient, raw material, component or part used in the manufacture of a product

2.6

products

produced goods, services or works, or manufactured goods as defined in the relevant national legislation (see foreword)

2.7

tender price

price offered by the tenderer, excluding value added tax (VAT)

2.8

tenderer

person or organization that submits a tender offer

[ISO 10845-1:2010]

2.9

verification

confirmation through the provision of objective evidence that the specified requirements have been fulfilled.

2.10

verification body

body that provides assurance of the claims of local content made by the supplier

NOTE In order to provide assurance as to the competence of the verification body, the user may require that the verification body be accredited to perform these functions by a national accreditation body (see foreword).

3 Local content measurement

3.1 Calculation of local content

The local content percentage of the product shall be as specified (see annex A). The local content, LC, expressed as a percentage of the tender price, shall be calculated as follows:

$$LC = (1 - x/y) * 100$$

where

x is the imported content (see 2.2), in Rand (ZAR);

y is the tender price (see 2.7), in Rand (ZAR).

Prices referred to in the determination of x shall all be converted to Rand (ZAR) by using the exchange rate as specified (see annex A).

3.2 Documentation required for the calculation of local content

3.2.1 Documentation used for the purposes of measuring local content shall include, but is not limited to, details of all imported components, parts or materials indicating origin, manufacturer, freight cost and other direct importation costs, such as landing cost, dock duties, and import duty and sales duty, i.e. landed cost.

3.2.2 Documentary proof used for calculating x in the measurement of local content and proof of the tender price y shall be kept accessible for a period of no less than five years.

3.2.3 The tenderer shall be responsible for the accuracy of the information, including the imported content in the supply chain.

3.2.4 If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.

3.3 Control of documents and records by the tenderer

Documents and records to provide evidence of compliance with the requirements of this technical specification shall be controlled.

A documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records shall be established.

Records shall remain legible, readily identifiable and retrievable.

4 Declaration

The tenderer shall attach the declaration in annex B signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual) to the purchaser stating the local content percentage of the product, calculated in accordance with 3.1, and confirming the final tender price.

5 Verification

5.1 The procurement authority may require that the measurement of local content be verified. The verification shall be conducted by:

- a) an accredited verification body (see foreword); or
- b) an independent registered auditor (see foreword).

5.2 Those conducting the verification shall have defined and documented procedures for the verification activities.

Annex A
(normative)

Notes to purchasers

In addition to data clearly describing the product ordered, the following requirements shall be specified in tender invitations and in each order or contract:

- a) the local content percentage requirements (see 3.1), and
- b) the exchange rate requirements (see 3.1).

Annex B
(normative)

Local content declaration

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

IN RESPECT OF TENDER No.
ISSUED BY: (Procurement Authority):

NB The obligation to complete and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

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

- (a) The facts herein contained are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286 and the following figures:

	Rand (ZAR)
Tender price, excluding VAT	
Less imported content, as calculated in terms of SATS 1286	
Local content	
Local content %	

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the procurement authority imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Bibliography

ISO 10845:2010, *Construction procurement – Part 1: Processes, methods and procedures.*

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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. TPT/2022/04/73/RFP

(C2) Tender description: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

(C3) Designated product(s) Electrical Cables and Furniture

(C4) Tender Authority: Transnet Port Terminals

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

Pula

EU

GBP

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Electrical Cables										
2	Furniture										

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	TPT/2022/04/73/RFP		Note: VAT to be excluded from all calculations
(D2)	Tender description:	CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY		
(D3)	Designated Products:			
(D4)	Tender Authority:	Transnet Port Terminals		
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula	EU	

A. Exempted imported content

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0	

Signature of tenderer from Annex B

Date: _____

This total must correspond with
Annex C - C 23

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/04/73/RFP
DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TPT/2022/04/73/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)	(E8)	
(E9) TotalRaw Materials (Goods, Services and Works)				R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content		R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date:



Mandatory Returnable

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:

CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Street Durban 4000

- | | |
|----------|---|
| 10.1 | The <i>Project Manager</i> is: (Name) |
| | Address |
| | Tel |
| | e-mail |
| 10.1 | The <i>Supervisor</i> is: (Name) |
| | Address |
| | Tel No. |
| | e-mail |
| 11.2(13) | The <i>works</i> are CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY |
| 11.2(14) | The following matters will be included in the Risk Register |
| 11.2(15) | The <i>boundaries of the site</i> are As stated in Part C4.1."Description of the Site and it surroundings" |
| 11.2(16) | The Site Information is in Part C4 |
| 11.2(19) | The Works Information is in Part C3 |

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	
		2	
		3	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion and Commissioning of the whole of the <i>works</i>.	

43.2	The <i>defect correction period</i> is	2 weeks
	except that the <i>defect correction period</i> for	a defect which constrains the Central Control Room safe operating and is regarded as safety critical or directly affects operations and operating capacity is immediate or within a period of 2 (two) days

5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.

6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area at AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: Saldanha Station	

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

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

Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 6**
- 7 The insurance coverage referred to above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and certificates of insurance the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	The <i>Contractor</i> requires to provide Indemnity insurance in the amount of at least R10 million which shall be in addition to the insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract to the value of at least R5 million
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	Activity Schedule
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Cape Town South Africa		
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)		
12	Data for secondary Option clauses			
X2	Changes in the law	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is: As per Activity Schedule attached	Section	Description	Completion date
		1		
		2		
		3		
X5 & X7	Sectional Completion and delay damages used together			
X7.1	Delay damages for late			
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:	Section	Description	Amount per day
		1		R
		2		R
		3		R
	Remainder of the <i>works</i>			R

X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0,1% of the value of the Main Works per day. Capped at 7,5%
X13	Performance bond	
X13.1	The amount of the performance bond is	10 % of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	0% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the <i>works</i>

Z ***Additional conditions of contract are:***

Z2 **Local Production and Content Obligations**

Z2.1 In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. 90% for Electrical cable products; and 2. 65%-100% Furniture.

Z2.2 The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

Z2.3 The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z2.4

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

Z2.5

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

Z3	Defects Correction Guarantee (Retention Bond)
Z3.1	<p>The Contractor gives the Employer a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 10% of the Whole Central Control Room Upgrade Works and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the Employer prior to the final delivery, commissioning, testing and handover of the Whole Central Control Room Upgrade Works.</p>

Z4 Additional clause relating to Performance Bonds and/or Guarantees

Z4.1

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

Which bond is to be provided upon signature of this Contract

Z5 Additional clauses relating to Joint Venture

Z5.1

Insert the additional core clause 27.5

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

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

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

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

Z5.2

Insert additional core clause 27.6

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

Z6 Additional obligations in respect of Termination

Z6.1

The following will be included under core clause 91.1:

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

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

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

Z6.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Z6.3 Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z6.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z7 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z7.1 The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

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

Z8 Additional Clause Relating to Collusion in the Construction Industry

Z8.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z9 Protection of Personal Information Act

Z9.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z10 BBBEE Clauses

Z10.1 Insert additional clause 27.7.
27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels.

Z11 Anti-Corruption Clauses

CONTRACTOR hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

In the event that CONTRACTOR has committed any corrupt act or is found by any competent court or judicial body to have committed any corrupt act in relation to this Contract or in relation to another contract that has a material impact on this Contract, or in the event that:

- i. Improper payments are being or have been made or offered to Transnet officials or any other person by CONTRACTOR or those acting on behalf of CONTRACTOR with respect to the Services; or
- ii. CONTRACTOR or those acting on behalf of CONTRACTOR has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity; then:
 - (a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct CONTRACTOR to
 - (i) dismiss the employee(s) involved, and/or

(ii) to terminate its contracts with the relevant supplier/subcontractor, as the case may be, and should CONTRACTOR fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and

(b) Transnet will be entitled to recover the direct damages suffered by Transnet as a result of the termination of the Contract and no further payments will be made to CONTRACTOR, save for those sums which have already been committed. CONTRACTOR shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for.

Z12 Indemnity Clauses

CONTRACTOR (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold Transnet (the "Indemnified Party") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from any investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator, any other third party or governmental enforcement agency as a result of any breach of the warranty provided, any acts or omissions by the Indemnifying Party or its Affiliates, subcontractors or agents in violation of, or alleged to be in violation of, any Anti- Bribery/Corruption Laws.

The indemnity contained in this clause shall survive the termination of the Agreement.

Transnet may request that CONTRACTOR provide a certification to the effect that neither it nor any of its affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under the Contract have engaged in any transaction or activity in violation of the South African Anti-Corruption Laws or any International Anti-Corruption treaties. Upon request CONTRACTOR shall deliver such certification within 7 (seven) business days.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)
22 in SSCC	The rates of other Equipment are:	Equipment Size or capacity Rate

COMPET

61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	

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

C1.3 Forms of Securities

Pro forms for Bonds & Guarantees

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

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

Option X13: 10% of the contract value Performance bond

Option Z3 : 10% of the contract value Defects Correction Guarantee (Retention Bond)

The pro forma documents for the Bonds and Guarantees are provided here for convenience but they to be treated as part of the *Works Information*.

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

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

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

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

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

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

Date:

Dear Sirs,

Performance Bond for Contract No.

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

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

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

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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

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

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Pro forma Defect correction guarantee (for use with Option Z3)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Transnet SOC Ltd

Transnet Port Terminals
Kingsmead Office Park
Stalwart Simelane (Stanger) Street
Durban, 4001

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Defect Correction Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] : Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings: -

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the date on which the Defects Certificate is issued in terms of the Contract.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"works" means	[insert details from Contract Data part 1]

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount");

state that the *Contractor* has failed to carry out his obligation(s) to rectify Defect(s) for which he is responsible under the Contract (and the nature of such defect(s)) alternatively that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citadel et executandi for all purposes in connection with this Guarantee at the Bank's Address.

TRANSNET
CONTRACT NUMBER:
DESCRIPTION OF WORKS:



Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

C1.4 NEC3 Adjudicator's Contract

Contract between

and

and

for

Contents:

Page No.

Form of Agreement

2

Contract Data

3

Documentation prepared by:

Form of Agreement

This agreement is made on the day of 20 between

{Insert registered name and address of the Employer}

and

{Insert registered name and address of the Contractor}

(the Parties) and

{Insert name and address of the Adjudicator}

(the *Adjudicator*).

The Parties appoint the Adjudicator in accordance with the conditions of contract stated in the NEC3 Adjudicators Contract (June 2005)¹ and the Contract Data attached to this agreement.

The Adjudicator accepts this appointment and undertakes to carry out the Adjudicator's duties as described in the conditions of contract.

Signed jointly on behalf of the Parties by:

	for the Employer	for the Contractor
Signature(s)		
Name(s) (printed)		
Position in organisation		
On behalf of (name of organisation)		
Signature of Witness(s)		
Name(s) (printed)		
Date:		

and signed by the Adjudicator:

	Signature	Name (print)
Date:		

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Contract Data

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options selected for this contract are identified by shading in the Clause number column.

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

Clause	Statement	Data
1.1	The <i>contract between the Parties</i> is	
1.6	The <i>law of the contract</i> is the law of	South Africa subject to the jurisdiction of the courts of South Africa
1.9	The <i>language of this contract</i> is	English
2.6	The period of retention is	weeks
3.1	The amount of the advanced payment is	R
3.4	The Adjudicator's <i>fee</i> (which also applies to time spent travelling) is.	R per hour excluding value added tax
3.5	The period for payment of invoices (if it is not three weeks), is	weeks
3.6	The <i>currency of this contract</i> is	the South African Rand.
3.7	The <i>interest rate</i> is	% per annum above the prime lending rate of
4.3	The Adjudicator's appointment terminates	on (date)
	The <i>additional conditions of contract</i> are:	
	1	

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/04/73/RFP
DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

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

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	Quantity	Price of each Activity (Ex Vat)
	All items under this section shall be for Central Control Room upgrade and associated equipment.			
1	Preliminary and general: Fixed-charge items			
1.1	Contractual Requirements	Sum	1	
1.2	Establish Facilities on site:			
1.2.1	Offices, sheds, workshop, etc.	Sum	1	
1.2.2	Tools and equipment	Sum	1	
1.2.3	Design, programming and submission of Drawings.	Sum	1	
1.2.4	Other fixed-charge obligations	Sum	1	
1.2.5	Removal of site establishment	Sum	1	
1.2.6	Health and Safety Compliance and certification(s).	Sum	1	
2	Building work and access platforms to the following MAS stations:			
2.1	At Central Control Room			
2.1.1	Relocation of operator's equipment from 7th floor and setup at 6th floor	Sum	1	
2.1.2	Demolition	Sum	1	
2.1.3	Alterations and office space partitions	Sum	1	

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/04/73/RFP

DESCRIPTION OF THE WORKS: CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF SALDANHA MULTI-PURPOSE TERMINAL, AS A ONCE OFF SUPPLY

2.1.4	Floor elevations	Sum	1	
2.1.5	Central duct Air conditioning	Sum	1	
2.1.6	Electrical works	Sum	1	
2.1.7	Plumbing and sanitary fittings works	Sum	1	
2.1.8	Finishing: Painting, Tiling Ceilings	Sum	1	
2.1.9	Furniture (i.e. tables, cabinets, chairs, filing cabinets)	Sum	1	
2.1.10	Windows heat and glare reduction films	Sum	1	
2.1.11	Access control automated door	Sum	1	
2.1.12	Energy-efficient lighting	Sum	1	
2.1.13	Information and Communications Technology Works	Sum	1	
2.1.14	Sundries	Sum	1	

Total price (Ex Vat) to be carried over to the Form of Offer	
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SCOPE OF WORK

For

Saldanha terminal Central Control Room (CCR) Upgrade

Site:

Bulk Terminal Saldanha

18 November 2020

PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1. DESCRIPTION OF THE WORKS

1.1 Executive overview

The Saldanha Bulk Terminal (BTS) is a specialized iron ore terminal with dedicated equipment for offloading, storing and exporting of different grades of iron ore.

The flow of iron ore through the terminal can be summarized as follows:

1. Iron ore arrives via train wagons and is offloaded at the tipplers;
2. From the tipplers it can follow one of two paths:
 - It is transported via conveyor belts to the stacker/reclaimers where the ore is stockpiled in the stockyard; or
 - It is transported straight to the ship loaders where it is loaded directly onto a vessel for export.
3. The iron ore is also be reclaimed from the stockpile area by the stacker/reclaimers from where it is transported by conveyor belts to the ship loaders to be exported.

The Central Control Room (CCR) on the 7th Floor of the Administration (Admin) Building is critical to BTS operations. CCR operators are responsible for the overall coordination of plant operations. CCR operators also need to be available at all times as the first point of contact for emergencies. All emergencies are reported to the CCR operators after which they have to contact the relevant parties or emergency services using the phones or radios on their desks. The CCR operators are working twelve-hour shifts where the operators spend most of their time in the CCR in a seated position.

The Saldanha Iron Ore Terminal's operations will come to a complete halt if CCR is affected for any reason (e.g. fire, power outage or communications failure. The 7th floor deals with the operations control of the business, thus the floor must be in good condition and favourable for the operators, planners and management on the floor.

1.2 Interpretation and Terminology

The following abbreviations are used in this Works Information:

Table 1: Abbreviations

Abbreviation	The meaning is given to the abbreviation
BTS	Bulk Terminal Saldanha
CCR	Central Control Room
IOT	Iron Ore Terminal
RFP	Request for proposals
SOPs	Standard Operating Procedures
SHE	Safety, Health and Environment
SIP	Site Induction Programme
SMP	Safety Management Plan
TPT	Transnet Port Terminals
QC	Quality Control
QA	Quality Assurance
NCR	Non-Conformity Report
QCP	Quality Control Plan
BOM	Bill of Material
CSHEO	Contractor's Safety, Health, and Environmental Officer
CM	Construction Manager
DWG	Drawings
OEM	Original Equipment Manufacturer
SANS	South African National Standards
SHE	Safety, Health and Environment
Admin	Administration
LAN	Local Area Network
CRI	Color Rendering Index

Also, the following terminologies are used this Works Information.

Table 2: Roles definition

<i>Employer</i>	The Employer in this document refers to Transnet Port Terminal (TPT). The Employer is the sponsor of the project and shall provide all the necessary support for the project team.
<i>Project Manager</i>	The Project Manager refers to the manager appointed by the Employer to manage the Central Control Room upgrade works at admin building at TPT Saldanha Iron Ore Terminal.
<i>Senior Engineering Manager</i>	This is the senior engineer representing the <i>Employer</i> concerning the sign-offs and approval of key technical documents.
<i>Service Provider/ Contractor/ Consultant</i>	The Contractor refers to the <i>Contractor/Service Provider/s</i> who shall tender, be appointed for upgrade works of Central Control Room upgrade works at admin building at TPT Saldanha Iron Ore Terminal.
<i>Programme</i>	The programme refers to the scheduling & tracking tool which will be compiled and updated by the <i>Contractor/Service provider</i> throughout the duration of the project.
<i>Works</i>	This refers to the actual work which the <i>Contractor/Service Provider</i> needs to perform as outlined in the scope of works.

1.3 Business need

There are several issues identified and experienced by the CCR staff and these issues include:

- a) The broken wooden flooring and old electrical wiring pose a fire risk.
- b) Worn carpets on the wooden flooring.
- c) Existing operator desks and chairs are ergonomically challenging.
- d) Windows do not block out glare from direct sunlight, causing strain on operators' eyes.
- e) There is no proper filing system for secure storage of administrative documents, resulting in documents being stored in an unsafe and unsecured manner.
- f) The smoking area is located in between offices.
- g) Paint is flaking and peeling off the walls.
- h) The ceiling boards are in bad condition and no longer properly secured, causing them to start caving-in.
- i) The ablution facilities require an upgrade.
- j) There is no functioning access control to CCR.
- k) Some of the offices are not in use due to poor condition.
- l) Air conditioners are not located and distributed properly, causing discomfort to the operators.
- m) Poor lighting in certain areas.



Figure 1: Illustrates the CCR current condition

1.4 CCR upgrade Solution

The solution to address the business need and meet the Employer's objectives are summarised in Table 3 below:

Table 3: Summary of scope

Details
<ul style="list-style-type: none"> Relocate CCR staff from 7th Floor to 6th Floor to IOT Admin building: <ul style="list-style-type: none"> Breakdown of drywalls partitions at 6th Floor IOT Admin building to make it an open plan for CCR staff. Electrical points connections and lighting Furniture removal and set up at 6th Floor. Replacement of wooden flooring with raised fire resistant accessflooring and floor covers. Replacement of electrical wiring and components that pose a fire risk. Replacement of operator desks (with straight desks) and peripherals as required. Improved ergonomics by acquiring chairs. Cost-effective and additional free floor space. Installation of heat and glare reduction films on windows and/or installation of blinds. Installation of a filing system. Repainting of walls and repairs to the ceiling. Install central ducted air conditioning. Install access automated door control, which is using a biometric(fingerprint)

and card reader access control system to open for authorised people.

- Install new energy-efficient lighting to improve energy efficiency and ensure lighting levels are up to standard.
- Make use of all office space by improving the condition of offices and put in furniture.
- Upgrade the ablution facilities.
- Remove the smoking area.
- Filing cabinet for the shift hand-over along the ship-loaders side.

1.5 Employer's Objectives

The *Employer* (Transnet Port Terminal) requires the works in this document to be executed as such that it will ensure **business continuity, business value** and **health and safety compliance**.

Further objectives include:

- 1.5.1 To upgrade the BTS Admin 7th floor (Central Control Room) to a world-class operator control facility;
- 1.5.2 To improve the employee's working through the optimal functioning of CCR to monitor the IOT Saldanha terminal;
- 1.5.3 To improve productivity;
- 1.5.4 To meet the Health and Safety compliance requirements;
- 1.5.5 To provide new and latest technology equipment for CCR;
- 1.5.6 To supply CCR equipment that is robust to operate in the Port's environment;
- 1.5.7 And to provide low maintenance, effective and reliable equipment.

2. SCOPE OF WORK

To maintain a safe working environment, to provide a work-friendly working environment to meet targeted efficiencies, and compliance to Health and Safety Act, the existing CCR must be upgraded by replacing the old and damaged structure and equipment. The Scope of Work for Saldanha Bulk Terminal CCR upgrade is summarized as follows:

- 2.1** The *Contractor* shall relocate the employees at BTS Admin seventh floor to the sixth-floor;
- 2.2** The *Contractor* shall do the setup for the 7th floor relocated employee's equipment at 6th floor IOT Admin building and the setup to be done with minimal interruption to IOT operations (move one desk and its equipment at a time).;
- 2.3** The Contractor shall replace the wooden flooring with raised fire resistant access flooring and floor covers as shown on Figure 1.1 and Table 1.1 following but not limited to the description and standards below:
 - 2.3.1 Server-room raised access flooring manufactured from fire-resistant and non-conductive material;
 - 2.3.2 Anti-static with sufficient fire and electrical resistance;
 - 2.3.3 Dust-proof, non-slip, anti-rust and anti-corrosion and the materials to be for the environment;
 - 2.3.4 Carpet/cover for raised access floor;
 - 2.3.5 SANS 10177 Fire Testing of Materials, Components and Elements Used in Buildings;
 - 2.3.6 SANS 52825 Raised Access Floors;
 - 2.3.7 SANS 10070 The Installation of Resilient Thermoplastic and Similar Flexible Floor Covering Materials;

- 2.3.8 SANS 10186 The Installation of Textile Floor Coverings;
2.3.9 SANS 10965 Textile Floor Coverings – Determination of Electrical Resistance.

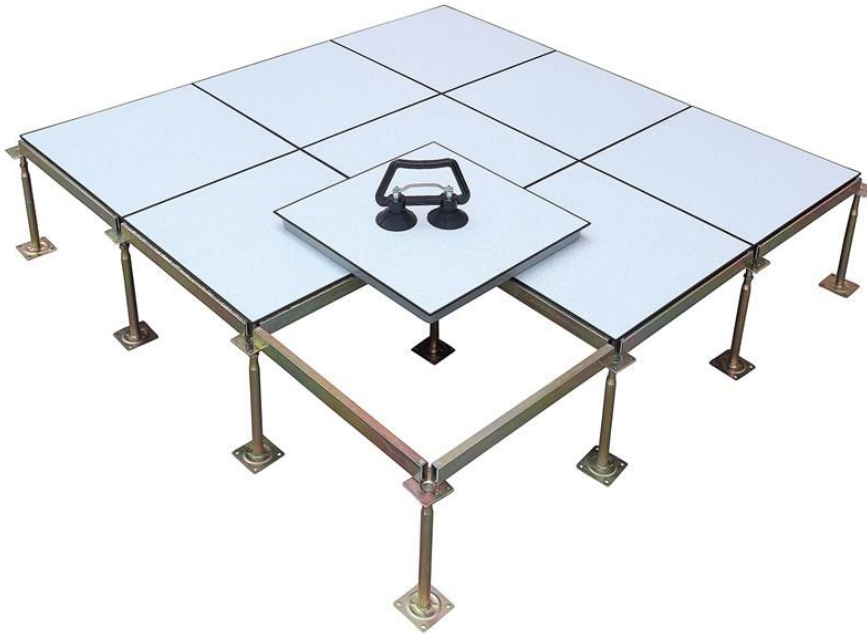


Figure 1.1

	Specification
Understructure	Pedestals and Stringers
Panel/Tile Size	600 x 600mm / 610 x 610mm
Panel/Tile Thickness	33mm
Panel/Tile Core Materials	Steel, Cement
Type of Floor Covering (Panel Covering Veneer)	Anti-Static High Pressure Laminate (HPL) ASTM F 1700: Class III – Type B, High Pressure Laminate NFPA Life Safety Code 101: Class 1 – Interior Floor Finish
Floor Classification (Wearnig Rating / Static Load Resistance) - EN 685	Commercial: 34 / Industrial: 43
Wear Resistance (Abrasion / Thickness Loss)	EN 660-1: <0.08mm EN 649: Group T ASTM D 4060 (CS-17 Wheel, 1000g, 1000 cycles): 70mg
Flexibility	ASTM F 137: No Crack or Breaking
Castors Wheel Test	EN 425: No Damage
Electrical Resistance	DIN 51953 / EN 1081 / ASTM F 150 / ESD F 7.1 / UL 779: Anti-static $10^9 < R < 10^{12}$
Flame Spread	ASTM E 162 / ASTM E 84 / NFPA 225: NFPA Class B / UBC Class II (<75)
Smoke Density	ASTM E 662 / NFPA 258: <450Dme
Thermal Conductivity	DIN 52612 / NFX 10021: 0.309 w/m.k

Table 1.1

2.4 The Contractor shall replace the old electrical wiring and components that pose a fire hazard to reduce risk, comply with SANS 10142 and comply with the OHS Act and

Regulations 85 of 1993 and an electrical certificate of compliance to be supplied upon completion of the electrical works;

2.5 The *Contractor* shall acquire new adjustable and screen mounting desks (consoles) as shown, Figure 1.2.2 to 1.2.4 and replace the old operator desks, acquire peripherals and chairs that are ergonomically designed and meets the description below:

2.5.1 Adjustable desk height to suit employees of different heights.

2.5.2 An adjustable desk that will allow CCR operators to operate equipment in the sitting or standing position.

2.5.3 Versatile equipment mounting options to allow for better ergonomics and ease of operation.

2.5.4 Secured but easily accessible storage of computers within the desk.

2.5.5 Cable routing options within the desk, to avoid cable entanglement and tripping hazards.

2.5.6 Desktop material with low thermal diffusivity and that is easy to clean.

2.5.7 Chairs for operators that can be adjusted, (low, high, front and back adjust), shall be for the application and usage.

2.5.8 Supply chairs, cabinets/cupboards and desks for the rest of the CCR team.

2.5.9 Supply and install new 24" (inch) screens and peripherals with the new consoles. The number of screens and peripherals, as well as their specifications, should be comply to the application and conditions (operator sitting and standing positions, viewing distances and angles, type of content, number of hours used, ambient and artificial lighting, etc.). Quantities and minimum specifications:

2.5.9.1 Eight (8) twenty-four inch (24") screens for the trainside,

2.5.9.2 Four (4) twenty-four inch (24") screens for the middletable;

2.5.9.3 And five (5) twenty-four inch (24") screens for the main table at Shiploader side:

- All screens minimum resolution of 1080p (1920 x 1080);
- All screens with at least 24-bit colour (16.7 million colours);
- All screens with at least 60Hz refresh rate;
- All screens with at least 200 nits brightness;
- All screens preferred aspect ratio of 16:9 (widescreen);
- All screens to have display input connection types (HDMI and VGA).

2.5.10 New technology should be considered that will improve increase efficiency of the equipment and operators.

2.6 The contractor shall install heat and glare reduction tint on all windows at CCR as well as blinds to allow for sufficient natural lights. The requirement will be for the operators at CCR to have a full view of the entire operation including Tipplers, Stockpiles and Ship loaders and the following to be considered:

2.6.1 Glare and heat reduction window tint to minimize glare and UV radiation to a level that will eliminate strain on the eyes of operators and reduce reflection of sunlight on computer screens;

2.6.2 The tint should not be reflective when viewed outside and should allow operators inside to still have an overview of the plant;

2.6.3 The blinds should be motorized with an option for manual bypass in case of motor failure.

2.7 The *Contractor* shall remove the existing filling cabinets.

- 2.8** The smoking area must be removed and combine it with the filling room to enlarge the filling area and shall be fitted with filing cabinets similar to Figure 1.4;
- 2.9** The Contractor shall remove and replace damaged dry-walls and ceilings, fix the concrete damaged walls and once replaced and/or fixed, paint all walls at the 7th Floor CCR:
- 2.9.1 Repair all walls and prepare for painting;
- 2.9.2 Paint the walls in accordance with SANS 10305 (Painting of Buildings) and manufacturer guidelines/requirements;
- 2.9.3 Low-odour/odourless paint that is easy to clean should be used.
- 2.9.4 Repair the existing ceiling to an acceptable standard and replace damaged components.
- 2.10** The Contractor shall ensure that the central ducted air conditioning system is appropriately designed for the heat load considering employees and equipment; designer and installer must be accredited (HVAC).
- 2.11** Install access control automated door, which is using a biometric (fingerprint) reader to open for authorized people and standalone system with the option to integrate with an access control system;
- 2.12** Install new energy-efficient lighting to improve energy efficiency and ensure lighting levels are up to standard. Minimum requirements subject to suitability, regulations and standard guidelines:
- 2.12.1 Colour temperature of at least 4000K;
- 2.12.2 CRI of at least 80.
- 2.13** The Contractor shall upgrade the restrooms, fitting new bathroom seats, basins, mixer taps, walls and floor that are for the application, environment and usage. SABS approved fittings to be used;
- 2.14** The Contractor shall install additional filing cabinets for the shift hand-over along with the ship-loaders side window;
- 2.15** The Contractor shall ensure that the use of the CCR space is optimised and fitted with furniture and finishes;
- 2.16** The Contractor shall upgrade the CCR to the floor layout and consoles in Figure 1.2.1 and fit furniture for the consoles:
- 2.16.1 The boardroom "CCR Team Meeting Area" shall be fitted with Tables and Chairs that can accommodate a minimum of twelve (12) People;
- 2.16.2 The Supervisor's console shall have glass walls, fitted with table, main chair, two (2) visitor's chairs, Cabinets:
- 2.16.2.1 Two (2) screens to monitor the plant connected to one (1) complete desktop computer (three (3) screens in total).
- 2.16.3 The Manager's console shall be fitted with a table, main chair, two (2) visitor's chairs, and four (4) cabinets:
- 2.16.3.1 Two mounted desks to L-shape, with a desktop computer and must have electricity source plugs to support laptop charging and network (LAN);
- 2.16.3.2 And four (4) double door cupboards plus one (1) chest drawer locker cupboard.
- 2.17** The Contractor shall compile the following documents/deliverables, and submitted to the Employer (Through the Project Manager) as part of the overall project design, furniture supply, building and installation of deliverables:
- Project Execution Plan
 - Health and safety management plan

- Sustainable Development Design:
 - Floor Layout
 - Structural
 - Mechanical
 - Electrical
- Risk Management plan
- Project Risk Assessment
- Schedule management plan
- Schedule for execution
- Basis of Schedule
- Construction Management Plan
- Commissioning Plan
- Quality Management Plan
- Design Report with drawings
- Method Statements
- Quality Control Plans
- Material Certificates
- Inspection Reports
- Health and Safety File
- Quality Control Plans

Please note: templates for the above documents will be available from Project Manager on request from the awarded tenderer where applicable.

1.1 Proposed Floor Layout and Desks

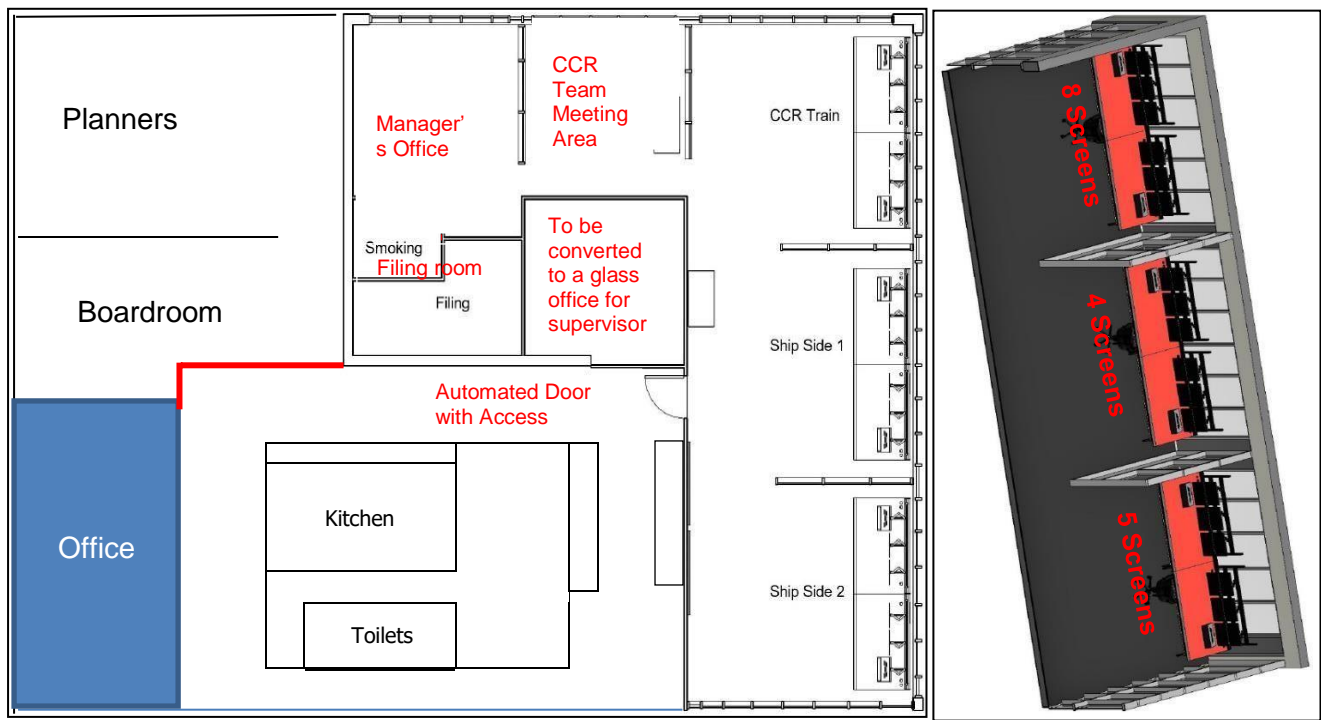


Figure 1.2.1: Illustrates the proposed floor layout and desks

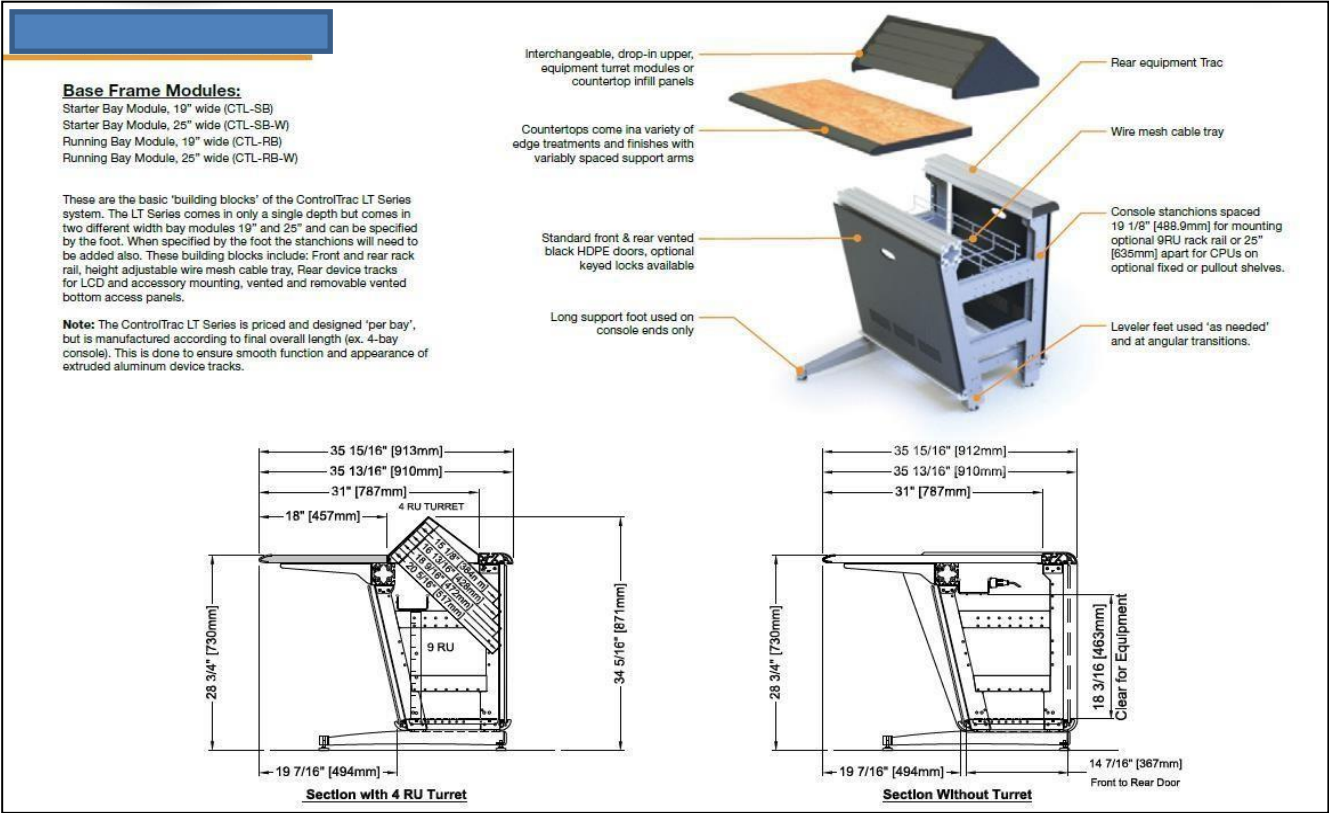


Figure 1.2.2: Illustrates the proposed desks

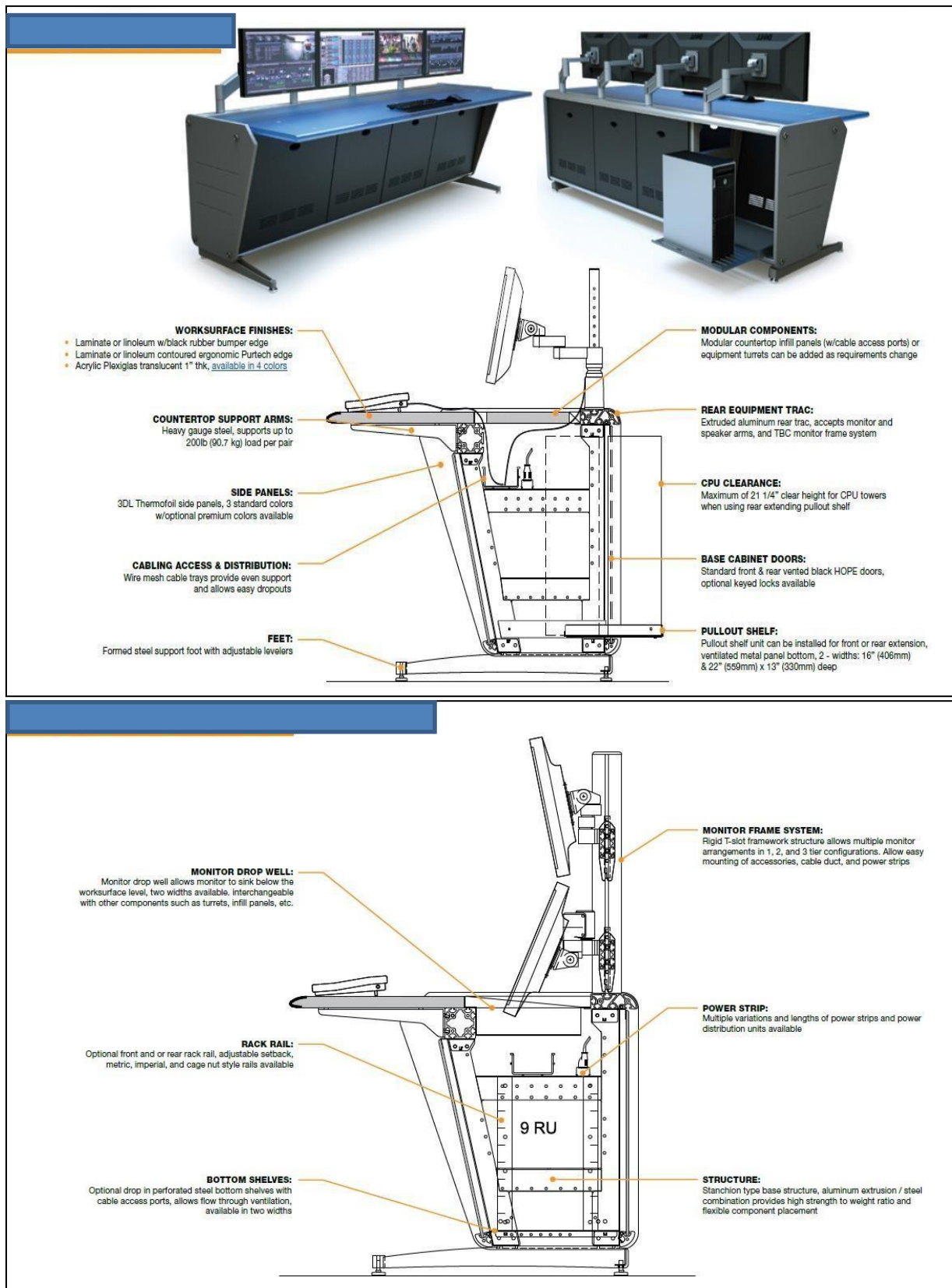


Figure 1.2.3: Illustrates the proposed desks and screens mountings

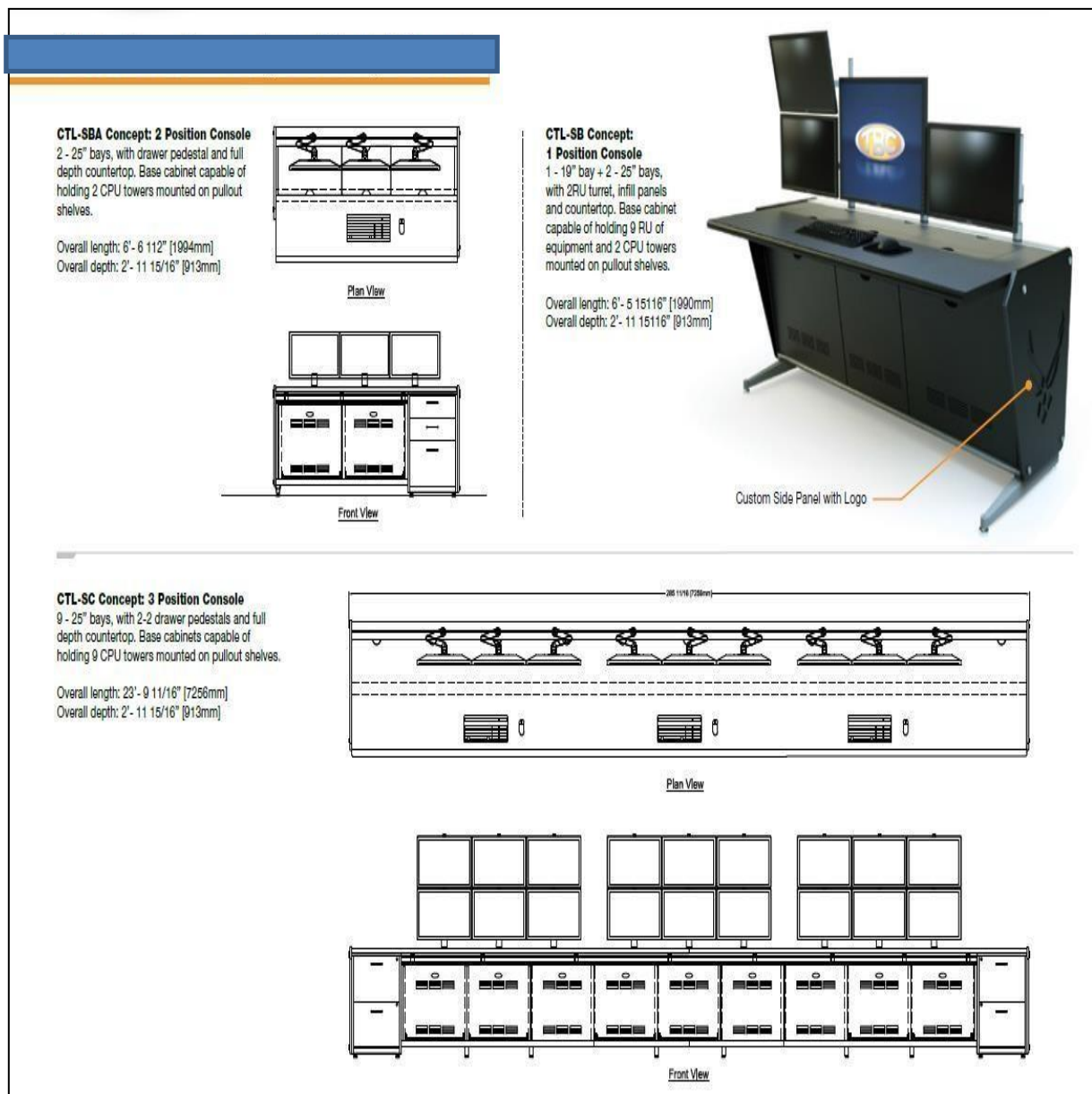


Figure 1.2.4: Illustrates the proposed desks and screens mountings

The consoles (desks and screen mounts, plus equipment provisions) must cater for the following:

	Train Side Console	Ship Side 1 Console	Ship Side 2 Console
Number of Screens	8 x 24" Screens (adjustable mounts)	4 x 24" Screens (adjustable mounts)	5 x 24" Screens (adjustable mounts)
Peripherals	Keyboard + Mouse	Keyboard + Mouse	Keyboard + Mouse
Communication	1 x Fixed Radio (mounting space) + 1 x VOIP Phone (mounting space + Ethernet point) + 1 x Network Point	1 x Fixed Radio (mounting space) + 1 x VOIP Phone (mounting space + Ethernet point) + 1 x Network Point	1 x Fixed Radio (mounting space) + 1 x VOIP Phone (mounting space + Ethernet point) + 1 x Network Point for

	for Comtrac Computer + 1 x Network Point for Computer (Ethernet point)	for Comtrac Computer + 1 x Network Point for Computer (Ethernet point)	Comtrac Computer + 1 x Network Point for Computer (Ethernet point)
Computer	2 x Computer Box (large server type) secure lockable storage below desk with access for all cabling to peripherals.	2 x Computer Box (large server type) secure lockable storage below desk with access for all cabling to peripherals.	2 x Computer Box (large server type) secure lockable storage below desk with access for all cabling to peripherals.
Cable Management	Cable management for all of above.	Cable management for all of above.	Cable management for all of above.

1.2 Chair Requirements

Weight Rating	250kg
Hour Rating	24 hours (24/7 operation) multi-shift
Material	Heavy duty inner suspension with thick heavy duty foam and heavy duty leather upholstery (removable, replaceable cover).
Width	Extra Width
Cylinder	Pneumatic Cylinder tested to 100,000 Cycles 500 Newtons DIN Class 4551-4.
Base	Seven Leg Base Steel Construction
Mechanisms/Supports/Adjustments	Adjustable Lumbar Support; Adjustable Backrest Height; Seat Height & Depth Adjustment; Adjustable Armrests; Tilt Limiter; 5-Position Tilt Lock; Adjustable Head Rest.
Armrests	Heavy Duty Adjustable Padded Armrests.
Castors	Safety Castors, Dual Connection Points.
Frame Construction	10 Gauge Steel.

1.3 Window Heat and Glare Reduction Film/Blinds



Figure 1.3.1: Illustrates the proposed window heat and glare reduction film



Figure 1.3.2: Illustrates the window blinds

1.4 Proposed Filing System

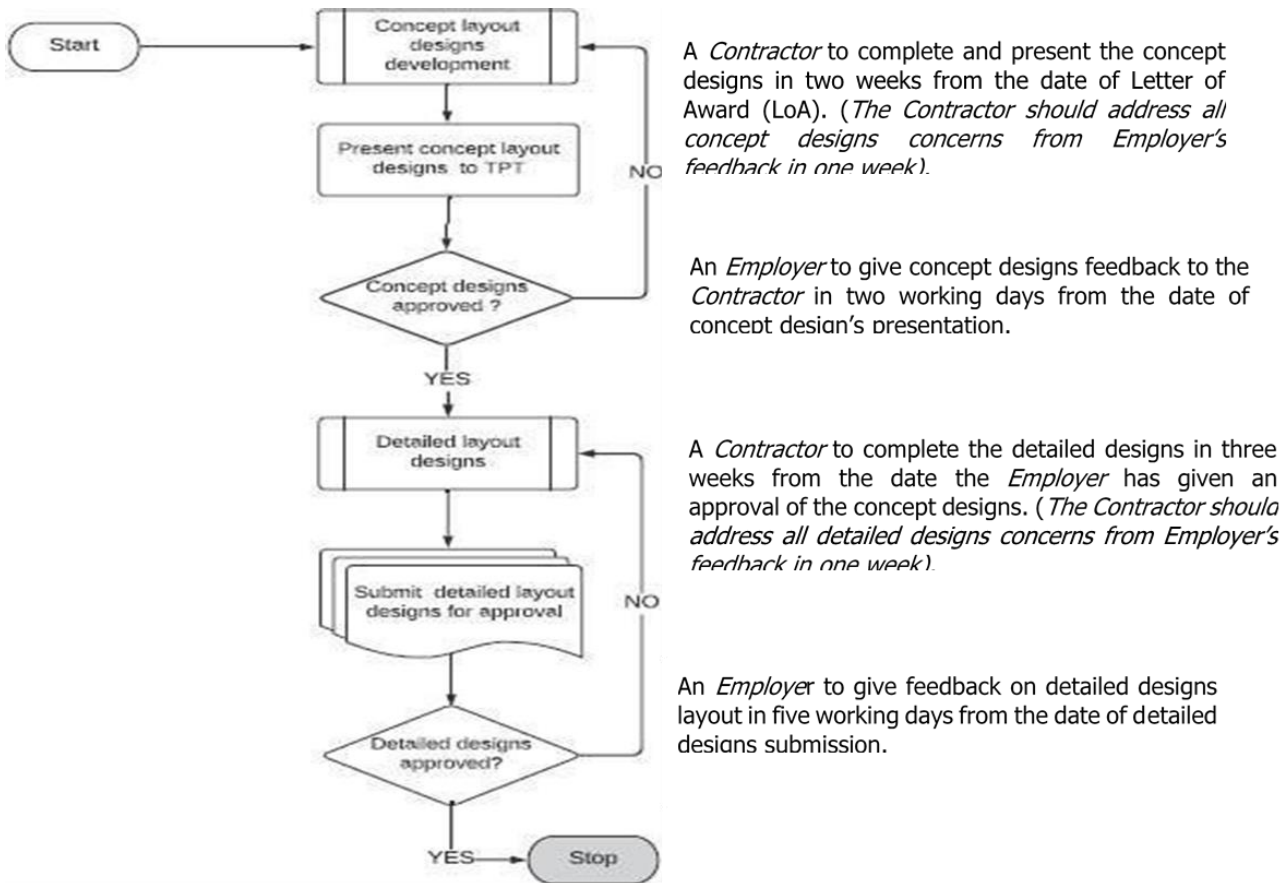


Figure 1.4: *Illustrates the proposed filing cabinets*

Sliding Bulk Filers (as illustrated above) to fill the filing room space, 4.76m (L) x 2.46 (W) while leaving a walking isle for access to the Filers.

3 DESIGN REVIEW PROCESS

The *Contractor* shall adhere to the below the CCR layout designs review process and its timelines:



4 EXTENT OF THE WORKS

4.1 Disposal Work.

The removed CCR furniture and equipment by the *Contractor* at Saldanha Bulk Terminal shall be given to Transnet Port Terminal Supply Chain Management, through the Project Manager to follow a correct reverse logistics process.

5 SPECIFICATIONS, TECHNICAL DATA SHEETS

Included in this document are the Project Specifications, Technical Data Sheets, all of these components form part of the Contract Document.

5.1 . Applicable Standards (Owner/ or other)

The works shall be carried out strictly following the Standard Specifications read together with the relevant amendments to these specifications in the Project Specifications.

- **Transnet Specifications**

SBH 9/2/8	Corrosion Protection Specification
SBH 9/2/9	General Requirements and Conditions
SBH 9/2/14	SHE specification for issuing with engineering projects
BTS SHEQ PRO 012	New projects of modifications
BTS SHEQ PRO 021	SHE Contractor specifications

- **National and International**

SANS 475	Luminaires for Interior Lighting, Street lighting, Floodlighting
SANS 10114	Interior Lighting
SANS 10389	Exterior Lighting
SANS 10142-1	The Wiring of Premises – Low-voltage Installations
SANS 1200H	Structural Steelwork
SANS 1200	Structural Steelwork (sundry items)
SANS 2001–CS1	Structural Steelwork Construction
Works SANS 10400	National Building Regulations
SANS 10160	The General Procedures and Loadings to be Adopted in the Design of Buildings
SANS 10162	The Design of Structural Steelwork
OHS Act	Occupational Health and Safety Act and Regulations 85 of 1993
SANS 1507	Electric Cables with Extruded Solid Dielectric Insulation for Fixed Installations
SANS 10142	The Wiring of Premises
SANS 10198	The Selection, Handling and Installation of Electric Power Cables of rating not exceeding 33kV
SANS 1411	Materials of Insulated Electric Cables and Flexible Cords
SANS 6160	Electrical Resistance of Floors
SANS 61084	Cable Trunking Systems and Cable Ducting Systems for Electrical Installations
SANS 61156	Multicore and Symmetrical Pair/Quad Cables for Digital Communications
SANS 10340	Installation of Telecommunication Cables

6 HEALTH AND SAFETY

The *Contractor* shall be obliged to comply with the OHS Act and TPT's SHEQ requirements, especially the compulsory induction training for his employees, all medical examinations, police clearances, etc. as prescribed by the Terminal.

6.1 Health and safety at the Delivery and WorkPlace

At all times during the delivery, installation and testing of the equipment, the *Contractor* is responsible for the safety of all persons on the Delivery Place and shall have the necessary systems and procedures in place to effectively manage this situation.

The *Contractor's* workforce must attend an induction relating to the safety and operational aspects of the terminal before they can work at the terminal. The *Contractor* is responsible to supply all the necessary PPE to his employees.

6.2 Safety risk management

- 6.2.1 The *Contractor* must submit a safety file to the TPT SHEQ department for approval after being appointed;
- 6.2.2 The *Contractor* may not commence with Works unless the safety file has been approved by SHEQ;
- 6.2.3 The *Contractor* shall submit a Method Statement to TPT for approval with all the necessary holding points;
- 6.2.4 The *Contractor* shall compile the risk register and share it with the Project Manager for endorsement;
- 6.2.5 The *Contractor* shall ensure that the following documentation is compiled and submitted to TPT and the *Project Manager* shall provide templates to the *Contractor*:
 - 6.2.5.1 Project Execution Plan
 - 6.2.5.2 Health & Safety Management Plan
 - 6.2.5.3 Risk Management Plan
 - 6.2.5.4 Quality Management Plant
 - 6.2.5.5 Designs schematics/ drawings for the work

Note that the Site is an operational Site and the conveyor belts and heavy-duty equipment will be in operation most times each day.

As such, it is a responsibility of the *Contractor* to liaise with Transnet's *Project Manager* as to when work can be carried out at these areas. The *Contractor* is to allow sufficient time in the *contractor's* program to allow for work on an operational Site.

7 QUALITY CONTROL PLAN

7.1 Quality Control

- 7.1.1 The *Contractor* shall prepare and submit a Quality Control Plan (QCP) to TPT for review in accordance with the requirements of the Contract.
- 7.1.2 QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, related details of non-destructive testing, witness and hold points.
- 7.1.3 QCP's shall include a reference to all tests specified in the Contract Document.
- 7.1.4 The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- 7.1.5 Pre-inspection meetings may be held at the discretion of Transnet. In such cases, the content of the agenda shall include, but not be limited to, the following:
 - Documentation: Method of Submission reviews etc.
 - Quality Control Plan: Agreement of inspection, witness, review and hold points, Agreement of contacts for notification, etc.
 - Code Databook: Agreement to contents and format.
 - QC Procedures: Agreement to Scope.

- AIA: Authorised Inspection Authority requirements.
- Communications: Responsible persons.

- Non-destructive Testing: Personnel qualification, method and extend required.

7.2 Inspection Points

- 7.2.1 Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of the material, work or service and comparing these with specified requirements to determine conformity which include:
- **Hold Point = H:** This indicates an inspection or test which is considered vital to quality, integrity and safe functioning of the material, works or services and which can only be achieved at this point. The *Contractor* shall not proceed beyond this point without written approval by Transnet and/or the appointed Third Party Inspection Authority.
 - **Witness Point – W:** This indicates an inspection or test which may be equally as important as a Hold Point, but which can be waived by the appointed Third Party Inspection Authority or Transnet.
 - **Review Point – R:** This indicates that the information collected is required to be reviewed and approved. The job may continue past the review point, however, if the information is inadequate or does not satisfy the requirements, may necessitate additional work.
 - **Inspection Points – I:** During the review of the Quality Control Plan, Inspection points will be added by Transnet and where relevant, the Third Party Inspection Authority to indicate the intended monitoring of the *Contractor's* and/or *Sub-contractor's* quality control.
- 7.2.2 The *Contractor* shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by Transnet and/or Third Party Inspection Authority. Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.
Non-Conformities: Non-Conformity is defined as a deficiency in characteristic, documentation or procedure which renders the quality of an item, work or service unacceptable or indeterminate in accordance with specified requirements. Such Non-Conformities shall be identified by the *Contractor/Employer*.
- 7.2.3 The *Contractor* shall maintain a register of his NCR's and shall submit this register to the *Employer* monthly. The Senior Engineering Manager will audit the register. The *Employer* reserves the right to request copies of NCR's for review of deviation and disposition.
- 7.2.4 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality- related documents as part of its Quality Plan.
- 7.2.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the Works meet the standards stated in the Works Information.

7.3 Revision to Quality Control Plans

Revision of the QCP shall be subject to the same submission, review and acceptance routines as described for the original QCP submission.

7.4 Kick-Off Meeting

After the Contract start date, and before the commencement of the works, TPT will require a Kick-Off Meeting with the *Contractor* to discuss fully the implications of meeting TPT quality requirements.

This meeting may be held as part of the Contract kick-off meeting for each package or

may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when sub- *Contractors* of key equipment are engaged. After mobilization of the *Contractor*, and before the commencement of any installation activities, TPT shall arrange for a Quality kick-off meeting to discuss fully the implications of meeting the projects' quality requirements. This meeting may be held as part of the formal kick-off meeting for each *contractor* or maybe a separate meeting subject to the critical or complex nature of the work.

7.5 Inspection and Testing

The *Supplier/Contractor* is responsible for the conduct of all *Contractor* inspections and tests and includes:

- a) Documenting inspection and tests result in the QCP's.
- b) Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-*Contractors*.
- c) Inspecting to meet all Contractual requirements, in number, type, and form. Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections. Completed original QCP's shall be submitted to TPT through the Project Manager in the Data Pack(DP)

8 MANAGEMENT AND START-UP

8.1 Management Meetings

Further to Kick-off meeting regular meetings of a general nature of the project may be convened and chaired by the Project Manager as follows:

Table 3: Standard Project Management Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meetings (Report on the progress)	Bi-weekly (once every fortnight)	Transnet Port Terminal-Saldanha	<i>Project Manager, Contractor's representatives and other appropriate individuals as required by the Project Manager.</i>
Design/Schematic Review Meetings (Review the designs/schematics)	Once a month (during design/ schematic development stages)	Transnet Port Terminal-Saldanha	<i>Project Manager, Contractor's representatives and other appropriate individuals as required by the Project Manager</i>
Safety Action Meetings (Discuss urgent safety issues within the project)	On an urgent basis as requested by the <i>Project Manager</i> to address particular issues.	Transnet Port Terminal-Saldanha	<i>Project Manager, Contractor's representatives and other appropriate individuals as required by the Project Manager</i>
Risk Assessment Meetings (Discuss the project's risks).	On an urgent basis as requested by the <i>Project Manager / Contractor</i> to address risks and opportunities.	Transnet Port Terminal-Saldanha	<i>Project Manager, Contractor's representatives and other appropriate individuals as required by the Project Manager</i>

8.2 Progress Reporting

- 8.2.1 The *Contractor* updates the programme and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Programme. Progress information may be verified by the *Project Manager* at any stage.
- 8.2.2 *Contractor* to present basis of design to an *Employer* within 10 days of Contract Award.
- 7.2.1 The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.
- 7.2.2 Progress reports are submitted in line with the requirements as specified in the table below.
- 7.2.3 The *Contractor* uses Microsoft Projects (MS Projects) or later version for his programme submissions or a similar programme software package or later version subject to and with the prior written notification and acceptance by the *Project Manager*.

8.3 Documentation Control

- 8.3.1 Transnet uses a document controlling system to track, record and control documentation circulated.
- 8.3.2 All formal communication should be submitted to TPT DocumentController.
- 8.3.3 This include among others, circulation of minutes, drawings, claims, etc.
- 8.3.4 TPT Document Controller shall work with the *Contractor's* Document Controller (*if available*).

8.4 Environmental Constraints and Management

- 8.4.1 The *Contractor* shall ensure that the execution of the Works complies with all the environmental standards and regulations. The TPT Environmental Manager shall work closely with the project team and the *Contractor* to ensure that all environmental standards and regulations are well understood by everybody.

8.5 Procurement

8.5.1 Code of Conduct

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

- a) The Transnet Procurement Procedures Manual (PPM);
- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost-effective;
- c) The Public Finance Management Act (PFMA);
- d) The Broad-Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

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

8.6 People

- 8.6.1 *Contractor* shall ensure that qualified and certified persons are allocated to tasks.
- 8.6.2 The *Contractor* does not employ or bring a *Sub-contractor* onto the Site and/or Working Areas without the prior approval of the *Project Manager*.
- 8.6.3 Where the *Contractor* employs a *Sub-contractor* who constructs or installs part of the *Works* or who supplies Plant and Materials for incorporation into the

Works which involves a *Sub-contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such *Sub-contractor* complies with all the safety, risk and quality requirements as stipulated in these documents and as required by the *Employer*.

8.7 Documentation Submission with this proposal

The following documentation shall be included in the *Contractor's submission*:

- 8.7.1 Detail Cost to execute the detailed designs and Engineering Construction using the pricing schedule template.
- 8.7.2 The *Contractor* shall be required to have a proven track record in refurbishment, upgrade or new facilities for a minimum period of 3 (three) years. Evidence required will be three contactable references with details as follows: Project Name and Description, Client, Reference and contact details, duration of the project.
- 8.7.3 Programme to complete the detailed design and upgrading the CCR for the Port of Saldanha, which will also include lead time and delivery of material and equipment.
- 8.7.4 The *Contractor* is required to submit a warranty/guarantee period is offered for each of the following items: upgrade of 7th floor CCR and ablution facilities, (2) supplied furniture, (3) plumbing work and components and (4) electrical works; the warranty/guarantee period can be for the overall works.
- 8.7.5 The Contractor to submit a Quality Control Plan documentation that illustrates the testing and holding points of the works as per **section 6** of the Works Information

8.8 Contract change management

- 8.8.1 At the Contract kick-off meeting, the *Contractor* will be provided with the format of the standard forms to be used for communication of Contract change management.
- 8.8.2 All change management processes shall be followed for any proposed changes.

9 COMPLETION SUPPORT

9.1 General

All components/equipment and materials shall be new.

9.2 Commissioning & Close-Out

As part of project close-out after commissioning, the *Contractor* is required to submit the following documents (both hard and electronic copies) among others:

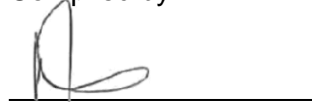
- a) As-Built Drawings (schematics)
- b) Operating, Maintenance Manuals
- c) As-Commissioned Settings
- d) Take Over Certificate
- e) Register of documents to be kept on-site with instruction details of the required administrative tasks.
- f) Certificate of Compliance for Electrical Work.
- g) Certificate of Compliance for Structural Work.
- h) Certificate of compliance for Plumbing
- i) Punch Lists
- j) Drawing Register
- k) As-Built Drawings
- l) Lux Certificate

9.3 Technical Support after Completion

The *Contractor* shall use components and technology that its spares for mechanical, electrical, information technology hardware components of the system will be at least be compatible with the technology of the next 3 years from the date of *final acceptance and handover*. Should spares be required during this period but compatible components are not readily available, the *Contractor* shall make modifications to the system to use then available compatible spares at that time, at no cost to the *Employer*. Should the system become substantially inoperable, inefficient or unsafe during the period between taking over and the *defects date* due to defects, the *defects date* will be extended by the same amount of time that it takes to return the system to a satisfactory operating state.

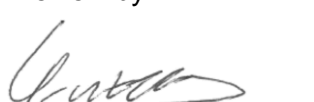
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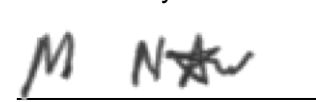
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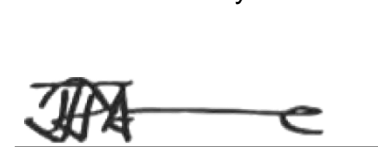
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Recommended by:



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Approved by:



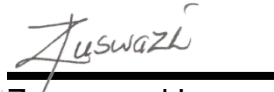
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GM: Engineering and Capital Projects

Date: 25/10/21

		CENTRAL CONTROL ROOM UPGRADE AT SALDANHA IRON ORE TERMINAL ADMIN BUILDING FOR TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINALS			
Formula: $\text{Points} = \frac{\text{Score}}{100} \times \text{Weight (Points)\%}$					
CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORING PRINCIPAL	WEIGHING	RETURNABLE SCHEDULE
1. Eligibility	The Contractor must have a SGB Construction Industry Development Board (CIDB) grading.	N/A	CIDB grade 5GB compliance certificate	Yes/No	T2.2-04
2. Warranties and Guarantees	The Contractor is required to indicate on the schedule what warranties and guarantee period is offered for the upgrade of Central Control Room (CCR) at IOT administration works. The guarantee can be a manufacturer's certificate or written letter/confirmation with the manufacturer's letterhead, stating the guarantee and the conditions thereof.	15	A guarantee of 12 months for the upgrade of the CCR works at TPT IOT administration.	The tenderer provided a guarantee of less than 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works. Score 0.	T2.2-08
				The tenderer provided only guarantee of 12 months for the upgrade of the CCR at TPT IOT administration building works without a manufacturer's certificate or written letter/confirmation on the letter head. Score	
				Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with confirmation letter not on approved letterhead. Score 40.	
				Tenderer provided warrantee and guarantee of 12 months for the upgrade of the 7th floor CCR at TPT IOT administration building works with manufacturer's certificate confirmation letter not on approved letterhead. Score 60.	
3. Programme	The tenderer shall provide the proposed programme, at a minimum Level 3 showing but not limited to the following: Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data. The Contractor must provide a detailed project programme that the Contractor is committing to, which shows projects activities from issuing the Letter of Award (LoA) to the commencement of construction activities such as lead times for building material and designs etc. in an orderly manner. As a minimum, the Contractor must provide an activity duration and dependencies of various project activities and milestones. The part 1 programme should begin from the issuing date of Letter of Award (LoA) to the start of actual work. The Employer requires this part 1 project programme to be completed within three (3) months from the issuing date of LoA. The Contractor must provide a detailed project programme that the Contractor is committing to, which shows projects activities, 7th floor staff relocation , demolition, building, electrical, plumbing, furniture delivery, features and finishing, etc. in an orderly manner. As a minimum, the Contractor must provide an activity duration and dependencies of various project activities and milestones. The programme should begin from detailed Designs Approval response for the rest of construction activities and furniture delivery. The Employer requires this part 2 project programme to be completed in three (3) months from the approval of detailed designs.	10	Delivery of construction material and submission of detailed designs within three (3) months. Delivery of construction material and submission of detailed designs beyond three (3) months. The upgrade of the CCR floor at IOT Admin building at TPT SLD construction work and furniture delivery and installation within three (3) months from the detailed designs approval. The upgrade of the CCR floor at IOT Admin building at TPT SLD construction work and furniture delivery and installation beyond three (3) months from the detailed designs approval.	The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme. Score 0	T2.2-06
				The programme is generic, activities from issuing of LOA are not in orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works,Therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project. Score 20.	
				The Programme is at Level 1 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works. Score 60.	
				The Programme is at Level 2 and addresses certain specific project objectives but does not deal with all critical characteristics of the project namely,the orderly manner showing staff relocation, demolitions, building, electrical, plumbing,furniture delivery, features and finishes,up to completion of the works. Score 60.	
4. Previous Experience	Contractor to submit four (4) traceable references,from four(4) different companies on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation within the last Ten(10) Years. Four different contactable references with the following details (min) Company, Representative, Email, Phone and Cellular Number, should be provided as a minimum.	25	Four (4) traceable references,from four(4) different companies on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works) and furniture installation within the last Ten(10) Years. Four different contactable references with the following details (min) Company, Representative, Email, Phone and Cellular Number, should be provided as a minimum.	The tenderer has no evidence of previous experience. Score 0.	T2.2-07
				The tenderer provided references but did not provide contact details Score 20	
				The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of One(1) traceable references from One(1) company, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 40.	
				The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Two(2) traceable references from Two(2) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 60.	
				The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Three(3) traceable references from Three(3) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 80.	
				The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience of Four(4) traceable references from Four(4) different companies, on the refurbishment, upgrade or new facilities/building works (such as floor layout designs, construction, plumbing, electrical works). Score 100.	

	5. Quality Assurance Quality Assurance documentation The Contractor to provide a Quality Control Plan which corresponds to the scope of work and outlines the proposed hold Score related to the works and programme. The following documents to be submitted: • Organizational Chart • Resumes and Certifications Documentation • Quality Control Manager Responsibility • Major Deliverables of Work • Quality Control Testing and Verifications • Tests and Records • Weekly QA/QC Meeting Minutes • Initial Inspection Checklist • Receiving Material Inspection Report • Contractor Quality Control Worksheet	25	The Contractor to provide a Quality Control Plan, which corresponds to the scope of work and outlines the proposed hold Score related to the works and programme.	The tenderer has submitted no information or inadequate information to determine a score.Score 0 The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology. Score 20 The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. All ten (10) of the requested documents submitted. Score 40 Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met. All ten (10) of the requested documents submitted. Score 60 The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All ten (10) documents submitted. Score 80 Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The Quality Plan approach details ways to improve the project outcomes and the quality of the outputs. All the 10 activities/documents submitted. Score 100.	T2.2-05
	5. Documentation & Method Statement The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing.	25	The Contractor must submit a Method Statements giving specific instructions on how will the Contractor perform the related works safely and without disturbing other departments/ employees working at IOT Admin building from their duties, when performing the following activities (1) staff relocation, (2) demolition, (3) electrical and (4) plumbing.	The tenderer has submitted no information . Score 0. The methodology/approach and work alignment to project schedule is generic and not tailored to address the specific project objectives and methodology. Score 20 The methodology/approach is generic and not tailored to address the specific project objectives and methodology.One(1) activity included on safe work method statement submitted. Score 40. Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.Two (2) activities included on safe work method statement submitted. Score 60. The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.Three(3) activities included on safe work method statement submitted. Score 80. The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. All Four (4) activities included on safe work method statement submitted. Score 100.	T2.2-08A
Technical Qualification Threshold = 70%.		100			
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Specification approval:

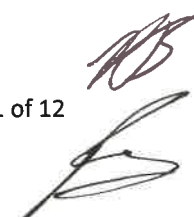
Title:	SHE Specifications for issuing with Engineering projects
Specification ref no:	SBH 9/2/14 Version 1
Site:	Bulk Terminal Saldanha
Date:	March 2012

Amended by:	
Name:	PJ Swart
Signature	
Date	14 March 2012
Approved by:	
Name:	N Strydom
Signature	
Date	14 March 2012

Title:	SHE Specifications for issuing with Engineering projects
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Site:	Bulk Terminal Saldanha
Date:	March 2012

Contents

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1. Purpose

To provide Safety, Health & Environment (SHE) specifications for contractors that needs to execute work in the Bulk Terminal Saldanha (BTS).

2. Scope

This specification is applicable to all BTS contractors.

3. References & applicable documents

3.1 Referenced documents:

- | | | |
|-------|--------------|--|
| 3.1.1 | BTS GDL 002: | Guide to compile SHE specification for procurement |
| 3.1.2 | OHS Act: | Occupational Health and Safety Act 85 of 1993 |

3.2 Applicable documents:

- | | | |
|-------|--------------|---|
| 3.2.1 | BTS PRO 007: | Emergency preparedness and response procedure |
| 3.2.2 | BTS PRO 016: | SHE incident reporting procedure |

4. Abbreviations & definitions

4.1 Abbreviations:

- | | | |
|-------|---------|------------------------------------|
| 4.1.1 | BTS | Bulk Terminal Saldanha |
| 4.1.2 | BUM | Business Unit Manager |
| 4.1.3 | CR | Construction Regulations |
| 4.1.4 | GSR | General Safety Regulation, OHS Act |
| 4.1.5 | I.E | That is |
| 4.1.6 | TNPA | Transnet National Port Authority |
| 4.1.7 | TPT | Transnet Port Terminals |
| 4.1.8 | OHS Act | Occupational Health and Safety Act |
| 4.1.9 | PPE | Personal Protective Equipment |

4.1.10 SHEA Safety, Health, Environment (al) and Assets

4.2 Definitions:

4.2.1 None

5. Specific requirements

5.1. Contractors responsibility

- 5.1.1 The contractor shall ensure that he/she complies with the requirements of this specification as applicable to the SHEA Profile of the works or project;
- 5.1.2 The contractor shall ensure that he/she complies with all BTS, TPT, Transnet and other Legal requirements.
- 5.1.3 The contract scope of work and time frame allocation shall be as in the main specification.
- 5.1.4 The contractor shall ensure that he obtains the documents as indicated in Appendix A from the risk department as well as return the documents as required.
- 5.1.5 In addition to and as emphasis of the OHS Act and Construction Regulations, contractors shall also comply with the following clauses.

5.2. Health Aspects

5.2.1 Medical Surveillance:

5.2.1.1 The contractor must ensure that all his/her employees receive medical and biological surveillance before the works/contract commences.

5.2.1.2 The Surveillance will include:

- Physical examination
- Random Drug Testing
- Biological Monitoring
- Personal Exposure Monitoring

5.2.2 Medical Notification:

5.2.2.1 The contractor shall notify the project manager as well as BTS Risk Department of any contagious/ infectious or communicable diseases or illnesses he or his personnel are suffering from immediately when it becomes known to themselves, or on commencement of work.

5.3. Safety Aspects

5.3.1 Incident and Accident Reporting:

5.3.1.1 All injuries, illness and environmental incidents shall be reported according to SHE Incident Recording Procedure, BTS PRO 016.

5.3.1.2 In the event of any emergency the Emergency Preparedness and Response Procedure, BTS PRO 007 must be activated.

5.3.2 Personal Protective Equipment and Clothing:

5.3.2.1 All PPE issued must comply with SABS standards.

5.3.2.2 The contractor shall comply with the GSR, Section 2 of the OHS Act which specifies the issuing and maintenance of the PPE.

5.3.3 Road Transport Policy and Instructions:

5.3.3.1 All contractors using a motor vehicle on site must ensure that the vehicle is licensed and sent through the road worthy process.

5.3.3.2 The contractor shall adhere to all BTS Road Regulations.

5.3.4 Guarding of Machines:

5.3.4.1 All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded.

5.3.4.2 Safe Guarding instructions must comply with the GSR, Section 3 of the OHS Act.

5.3.5 Excavation Operations:

- 5.3.5.1 No digging or excavations shall take place without the prior consent of BTS.
- 5.3.5.2 The contractor responsible for digging any pit, trench or excavation dangerous to life and/or traffic shall provide and place visible lights or illumination during hours of darkness at such operations.
- 5.3.5.3 All excavating operations will be securely fenced off.
- 5.3.5.4 All vehicle entrances to excavations shall be securely closed on completion of a shift.
- 5.3.5.5 Excavated material must be stored at least 3 meters from the edge of the excavation.
- 5.3.5.6 Excavations shall be inspected at least every day.

5.3.4 Working at Elevated Positions and Scaffolds:

- 5.3.4.1 When working at elevated positions, every reasonable practicable measure must be taken to provide effective safeguarding e.g. a safety harness must be worn.
- 5.3.4.2 Work at elevated positions will only be performed from a ladder, approved crane basket or from a stable scaffold platform.
- 5.3.4.3 This activity will only be carried out under competent supervision.
- 5.3.4.4 Scaffold structures will be firmly supported and secured against displacement.

5.3.5 Flammable Substances:

- 5.3.5.1 Flammable substances may not be stored on BTS property without prior consent of the Risk and Environmental Departments.

5.3.6 Portable Electrical Tools:

- 5.3.6.1 Inspections must be carried out on all portable electrical tools which include welding machines and hand lamps at least once a week.
- 5.3.6.2 The results of these inspections shall be recorded and maintained as a record.

- 5.3.6.3 The inspector must be adequately trained to perform these inspections and should be employed by the contractor.
- 5.3.6.4 Portable tools must be clearly marked, double insulated and earthed.
- 5.3.6.5 Earth leakage circuit protection is required when using portable electrical tools.
- 5.3.6.6 No welding machine or cutting torch shall be used anywhere near a gas main or in a flammable/explosive environment.

5.3.7 Compressors:

- 5.3.7.1 All compressors, new or frequent, shall be tested and the results of such tests will be recorded and logged.
- 5.3.7.2 All tests must comply with Section 13 of the Vessels under Pressure Regulations on the OHS Act.

5.3.8 Lock Out System:

- 5.3.8.1 All electric switchgear, valves and other control systems will require a Physical Double Lock out System during development/installation, maintenance or repairs, thereby safeguarding personnel.
- 5.3.8.2 Under no circumstances will a contractor interfere with the BTS Lock out System, unless written Authorization has been given by the relevant BTS managers or supervisors.
- 5.3.8.3 In the event of an unauthorized interference or change to the lock out system, this will constitute a legal violation.

5.3.9 Lifting Gear:

- 5.3.9.1 All lifting gear must be regularly inspected and tested and certified as per Driven Machinery Regulations of the OHS Act.
- 5.3.9.2 All the inspection schedules should be made available to BTS upon request
- 5.3.9.3 Only trained appointed persons should be allowed to operate this equipment.

5.3.10 Fire Prevention:

- 5.3.10.1 Fire fighting equipment must be available within in the area of the works.
- 5.3.10.2 The contractor must familiarize his employees with the BTS Fire Prevention Requirements.
- 5.3.10.3 Where cutting operations are being carried out or that involves flammable material, liquids or chemicals, adequate firefighting equipment must be kept available for use in the event of a fire.

5.4. Environmental Aspects

5.4.1 Dust Control

- 5.4.1.1 The contractor shall be responsible for dust control management of its activities and operations.
- 5.4.1.2 The contractor shall ensure adequate dust control during construction activities, i.e. during excavation, at material storage sites, roads and disposal areas.
- 5.4.1.3 Contractors (earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) should submit a dust control plan, as part of its Environmental Control Plan, for approval by the BTS's Environmental Manager.
- 5.4.1.4 The contractor shall implement the following dust minimisation mitigating measures:
 - Limit vehicle speeds on unpaved roads to 20 km/h.
 - Wash the paved surfaces within the construction area twice a week.
 - Minimise haulage distances.
 - Apply water to gravel roads with a water truck when required.
 - Environmental friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction area.

- Dust suppression measures will also apply to inactive construction areas. (An inactive construction site is one on which construction will not occur for a month or more.)
- Construction material being transported by trucks must be suitably moistened to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2 m in height to, among other things, to prevent wind-blown dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

5.4.1.5 Water used for dust control purpose must only be taken from approved sources.

5.4.2 Other Emissions:

5.4.2.1 The Contractor shall limit air pollution emissions by effective control measures and conduct these activities in compliance with Atmospheric Pollution Prevention Act (Act 45 of 1965).

5.4.2.2 No burning of any waste material or vegetation will be permitted on site.

5.4.3 Noise and Vibration Management:

5.4.4.1 The contractor shall incorporate noise control considerations in its operational plan.

5.4.4.2 The Operational Control Plans shall include the following:

- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, SABS Code 0103:1983, so that it will not produce excessive or undesirable noise when it is released.
- All the contractors' equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of

Standards recommended code of practice, SABS Code 0103:1983, for construction plant noise generation.

- All the contractors' vehicles shall be fitted with effective exhaust silencers and shall comply with Road Traffic Act (Act 29 of 1989) when any such vehicle is operated on a public road.
- If on-site, noise control is not effective, protect all personnel from noise exposure (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act (Act 85 of 1993))

5.4.4 Waste Management:

- 5.4.4.1 The contractor will be responsible for the management, handling and removal of the waste and scrap generated by his/her own activities at BTS.
- 5.4.4.2 The contractor must provide BTS copies of documented evidence or proper disposal of all waste (general and hazardous) removed from the site.
- 5.4.4.3 Hazardous waste shall be identified, transported and disposed by the contractor in accordance with the Minimum Requirements for the Handling and Disposal of Hazardous Waste (1994).

5.5. General:

5.5.1 Chemical Control:

- 5.5.1.1 No chemical products are brought on site without prior approval from the Risk and Environmental Departmental Managers.
- 5.5.1.2 The contractor must provide a list of chemical to BTS that is going to be used on site during the contract time span.
- 5.5.1.3 The contractor must ensure that all chemicals are correctly and legibly labeled.
- 5.5.1.4 The contractor must provide BTS with Material Safety Data Sheet relating to specific chemicals products.

5.5.1.5 The contractor must remove all chemicals originally brought on to site before he/she leaves at the end of the contract, this will include all empty containers.

5.5.2 Safety, Health and Environmental Training:

5.5.2.1 The contractor must ensure that all his/her employees attend the BTS Safety Health and Environmental Induction Course.

5.5.2.2 The contractor must ensure that all his/her employees attend the BTS Safety Health and Environmental Awareness Course.

5.5.2.3 The contractor must ensure that all his/her employees attend the BTS Emergency Preparedness and Response Training.

5.5.3 Safety, Health and Environmental Management System:

5.5.3.1 The contractor shall implement key element of the BTS SHE Management System, i.e. the following:

- The SHE Instructions for New Projects and/or Modification, BTS PRO 012
- The SHE Incident Reporting Procedure, BTS PRO 016
- The Emergency Preparedness and Response Procedure, BTS PRO 007

5.5.4 Security:

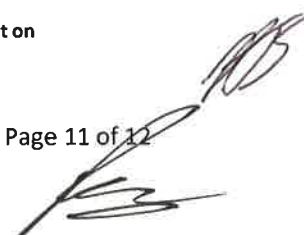
5.5.4.1 All contractors will adhere to all BTS and TNPA security requirements.

Appendix A – Checklist of contractor's documentation

Contractor – Company name			
Contractor – Person name			
Nature of Contractor business			
Registration number in terms of COIDA Act			
Documents handed to Contractor		Date	Signature
1	Health and safety policy		
2	Health and safety rules (company's internal health and safety rules)		
3	Agreement and rules for contractors		
4	Safe work permit (appointment & template)		
5	Lock-out procedure		
6	Health and safety inspection deviation report (Contractor to do own inspection)		
7	Reporting officer (appointment)		
8	Medical person-to-job specification (Template)		
9	Safety control checklist (new equipment)		
10	Pre-commissioning inspection checklist (new plant and/or alterations)		
11	Employee list		
12	Method statement and risk assessment (Template)		
13	Section 37(2) agreement		
Documents received from Contractor			
1	Copy of registration certificate in terms of COIDA Act		
2	Agreement and rules for contractors – signed		
3	Health and safety rules – signed		
4	Method statement and risk assessment		
5	Medical fitness certificate		
6	Section 37(2) agreement		
Introduce contractor to the following persons			
1	Engineering manager		
2	Risk manager		
3	Environmental manager		
4	Department head (area where work is to be carried out)		
5	Health and safety representative (area where work is to be carried out)		
6	Employee representative (area where work is to be carried out)		
7	Security officer or person responsible for security		
8	Other		

NOTE:

- The contractor may only start work after all the above requirements have been met.
- This form as well as all the documentation received by the risk department from the contractor must be kept on Project/Contract file.



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End of Specification SBH 9/2/14 Version 1
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