

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

**FOR THE: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND
HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE
PORT OF RICHARDS BAY.**

RFQ NUMBER	: TNPA/2023/06/0009/33293/RFQ
ISSUE DATE	: 20 JULY 2023
COMPULSORY BRIEFING	: 27 JULY 2023
CLOSING DATE	: 07 AUGUST 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

CONTENTS

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

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Bill of Quantities |

Part C3: Scope of Work

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

Part C4: Site Information

- | | |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, the Transnet website at https://transnetetenders.azurewebsites.net FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at EMPLOYEE CARE CENTRE on the 27TH OF JULY 2023, at 10:00am [10 O'clock] for a period of \pm two (2) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo security checks. • 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 T2.2-01 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 T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on 07 AUGUST 2023</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 RFQ is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ 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 five [5] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-14, Breach of Law** whether or not they have been found guilty of a serious breach of law during the past five [5] 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.....

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
C.1.4	The Employer's agent is: Name:
	Contracts Administrator Eunita Mfeka

Address:	1 st Floor, Bayvue Building Ventura Road Richards Bay 3900
Tel No.	035 905 3086
E – mail	Eunita.mfeka@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

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

2. Stage Two - 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 **1EP or 1EB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

3. Stage Four - 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 **60 points**.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are
C.2.15.1 as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
TNPA/2023/06/0009/33293/RFQ
- The Tender Description: **Supply, Delivery, Installation, Commissioning, Testing and Handover of a 350KVA Standby Diesel Generator for the Bayvue Area at the Port of Richards Bay.**

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

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 **07 August 2023**
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;

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

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

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:

Quality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
Management & CVs of Key Personnel	The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service		25
	Project Manager (site supervisor): Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.		
	Technician Qualification: N6 with Trade /National Diploma or higher in Electrical Engineering.		
	Artisan Qualification: Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.		
	Project Organogram: The tenderer has submitted an organogram showing all three (3) key personnel. The organogram includes an indication of roles and responsibilities of all the key personnel.		
	Organisational structure to include a clear indication of roles and responsibilities and specific functions of each team member	5	
	<i>Qualification and experience of key staff required but not limited to:</i>		
	Project Manager (site supervisor)	4	
	Technician	9	
Artisan	7		
Method Statement	The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project		30
	The method statement must respond to the scope of work (the Works Information) and outlines the proposed methodology including that relating to the Programme, quality, health and safety requirements (Safety plan in line with SANS, IEC and OHS Act showing comprehensive Risk assessment)	8	
	The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.	5	

	<p>The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer’s quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.</p>	12	
	<p>Method of supply, installation, and commissioning process: Tender should narratively demonstrate the approach to site establish, pre-installation activities and meetings, interfaces with other discipline including the client, execution logistics, commissioning procedures and handover.</p>	5	
Programme	The tenderer must provide a programme which provides the details that would indicate the order and timing of activities to carry out the services in terms of the <i>Employer’s</i> requirements and within the stipulated timeframes of 2 weeks		10
	<i>The tenderer shall demonstrate the following:</i>		
	Ability to provide the service	3	
	Provision of dates	3	
	Resourcing and equipment	4	
Previous Experience	The tenderer must demonstrate their relevant experience with regards to the delivery and construction of similar works as detailed in the Works Information with reference to:		35
	<p>Tenderers are required to demonstrate their experience in the delivery of similar Services, and to this end shall supply sufficiently detailed certificates of completion with contact details of existing customers and also indicate their previous experience by showing the following: Certificates of completion or reference letters, with a brief description of services provided in relation to size of units supplied, installed, and commissioned that are larger than 60kVA.</p>	35	
Total Weighting:		100	100
Minimum qualifying score required:			60

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

- **T2.2-03 Evaluation Schedule:** Management & CVs of Key Persons
- **T2.2-04 Evaluation Schedule:** Method Statement
- **T2.2-05 Evaluation Schedule:** Programme
- **T2.2-06 Evaluation Schedule:** Previous Experience

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

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

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

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-04 **Evaluation Schedule:** Method Statement
- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Previous Experience

2.1.3 Returnable Schedules:

General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)

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

ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFQ Declaration Form
- T2.2-15 RFQ – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor

1.3.3 Transnet Vendor Registration Form:

- T2.2-20 Transnet Vendor Registration Form

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

2.2 C1.2 Contract Data

2.3 C2.1 Pricing Instructions (Bill of Quantities)

2.4 C2.2 Bill of Quantities

2.5 C3 Works Information

2.6 C4 Site Information

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

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 **1EP or 1EB** 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-02: Eligibility Criteria Schedule:**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

.....
(Company Name)

Represented
by:

.....
(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-03: Evaluation Schedule: Management and CVs of Key Persons: Functionality Criteria

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.

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

1. Management and CVs of key persons and specific experience of each individual *key person* required in order to provide the Services related to the Scope.
2. CV for *key person(s)* proposed for the identified posts, which shall as a minimum include, but is not limited to the following:
 - *Project Manager* (site supervisor)
 - Technician
 - Artisan

3. Details of the experience of the *key person(s)* who will be working on the *services* with respect to:

- **Qualifications.**
- **Years' Experience in installation and commissioning of 60KVA generators or above**

Note: Copies of qualifications must be submitted with the tender document. If copies of qualifications are not submitted with the tender document, it will be marked as non-responsive and a score of 0 will be allocated. The qualifications referred to in this schedule are South African qualification as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV makes reference to qualifications obtained outside of South Africa, the tenderer should attempt to demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).

4. Project specific organogram.

Attached submissions to this schedule:

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

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

The scoring of the Management and CVs of Key Persons will be as follows:

	Management and CVs of key persons (25)		
	Qualifications: <i>Project Manager</i> (site supervisor) Technician Artisan	Years of experience: <i>Project Manager</i> (site supervisor) Technician Artisan	Project Organogram: A project specific with all resources listed in relation to their roles in this project.
Score 0	The tenderer has submitted no information	The tenderer has submitted no information	The tenderer has submitted no information
Score 20	<i>Project Manager</i> (site supervisor): Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.	<i>Project Manager</i> (site supervisor): CV submitted showing limited recommended levels of relevant experience (1 years' experience on managing installation and commissioning of engineering projects).	Project Organogram: The tenderer has submitted an organogram showing only one of the key personnel.
	Technician Qualification: N6 with Trade /National Diploma or higher in Electrical Engineering.	Technician: CV submitted showing limited recommended levels of relevant experience (1years' experience on installation and commissioning of generators).	

	Artisan Qualification: Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.	Artisan Qualification: CV submitted showing limited recommended levels of relevant experience (1 years' experience on installation and commissioning of generator.	
Score 40	<i>Project Manager (site supervisor):</i> Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.	<i>Project Manager (site supervisor):</i> CV submitted showing limited recommended levels of relevant experience (2 years' experience on managing installation and commissioning of engineering projects).	Project Organogram: The tenderer has submitted an organogram showing only two of the key personnel.
	Technician Qualification: N6 with Trade /National Diploma or higher in Electrical Engineering.	Technician: CV submitted showing limited recommended levels of relevant experience (2 years' experience on installation and commissioning of generators).	
	Artisan Qualification: Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.	Artisan Qualification: CV submitted showing limited recommended levels of relevant experience (2 years' experience on installation and commissioning of generator.	

Score 60	<i>Project Manager (site supervisor):</i> Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.	<i>Project Manager (site supervisor):</i> CV submitted showing recommended levels of relevant experience (3 years' experience on managing installation and commissioning of engineering projects).	Project Organogram: The tenderer has submitted an organogram showing all three (3) key personnel. The organogram includes an indication of roles and responsibilities of all the key personnel.
	Technician Qualification: N6 with Trade /National Diploma or higher in Electrical Engineering.	Technician: CV submitted showing recommended levels of relevant experience (3 years' experience on installation and commissioning of generators).	
	Artisan Qualification: Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.	Artisan Qualification: CV submitted showing recommended levels of relevant experience (3 years' experience on installation and commissioning of generator.	
Score 80	<i>Project Manager (site supervisor):</i> Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.	<i>Project Manager (site supervisor):</i> CV submitted showing recommended levels of relevant experience (4 years' experience on managing installation and commissioning of engineering projects).	Project Organogram: The tenderer has submitted an organogram showing all three (3) key personnel. The organogram includes a
	Technician Qualification:	Technician:	

	N6 with Trade /National Diploma or higher in Electrical Engineering.	CV submitted showing recommended levels of relevant experience (4 years' experience on installation and commissioning of generators).	clear indication of roles and responsibilities of each team member.
	Artisan Qualification: Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.	Artisan Qualification: CV submitted showing limited recommended levels of relevant experience (4 years' experience on installation and commissioning of generator.	
Score 100	Project Manager (site supervisor): Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training.	Project Manager (site supervisor): CV submitted showing recommended levels of relevant experience (5 years' experience on managing installation and commissioning of engineering projects).	Project Organogram: The tenderer has submitted an organogram showing all three (3) key personnel. The organogram includes a clear indication of roles and responsibilities and specific function of each team member.
	Technician Qualification: N6 with Trade /National Diploma or higher in Electrical Engineering.	Technician: CV submitted showing recommended levels of relevant experience (5 years' experience on installation and commissioning of generators).	
	Artisan Qualification:	Artisan Qualification:	

	Qualified Electrician with Trade Test and minimum of N2 certificate in Electrical Engineering.	CV submitted showing recommended levels of relevant experience (5 years' experience on installation and commissioning of generator.	
--	--	---	--

T2.2-04: Evaluation Schedule - Method Statement

Submit a method statement which responds to the Scope of Works and outlines Execution methodology including that relating but not limited to programme, quality, safety and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to Programme as contained under T2.2-05. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method statement should cover:

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and execution sequencing in terms of the Works Information
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the *Contractor* must refer to the works information for a full description of the Scope of Works):

1. Quality Control Plan for execution of the work.
2. Safety plan in line with SANS, IEC and OHS Act showing comprehensive Risk assessment,
3. The requirements of the Scope of Works (C3 Document),
4. Schedule for works (T2.2-05),
5. Details of equipment to be used for the works.

	Method Statement (30)
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.
score 20	The method statements are not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the Scope of Works and does not deal with any aspects of the project.
score 40	<p>Tenderer has submitted a method statement with omissions and/or irregularities. Tenderers technical approach and / methodology is generic and doesn't provide enough information regarding</p> <ol style="list-style-type: none"> 1. The Approach that the Tenderer proposes to execute this project does not align with Scope of Works (C3 document) and project schedule (T2.2-05); 2. The method statement also doesn't correlate with the tenderer's quality plan risks. 3. The method statement doesnt covers all the aspects of the Works Information.
score 60	<p>Tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the works are aligned with Scope of Works (C3 document) and project schedule (T2.2-05); 2. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management; 3. The method statement covers all the aspects of the Works Information; 4. Sufficiently flexible to accommodate changes that may occur during execution. 5. The proposed equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme.

score 80	<p>Tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the works are aligned with Scope of Works (C3 document) and project schedule (T2.2-05); 2. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management; 3. The method statement covers all the aspects of the Works Information; 4. Sufficiently flexible to accommodate changes that may occur during execution. 5. The proposed equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 6. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility.
Score 100	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the works are aligned with Scope of Works (C3 document) and project schedule (T2.2-05); 2. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management; 3. The method statement covers all the aspects of the Works Information; 4. Sufficiently flexible to accommodate changes that may occur during execution. 5. The proposed equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 6. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. 7. The method statement provided by the Tenderer clearly articulates the value add the Tenderer will provide in achieving the stated objectives for the project.

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

This image shows a full page of primary-ruled paper. It features multiple horizontal rows, each consisting of two parallel dashed lines. The rows are evenly spaced across the entire page, providing a guide for handwriting practice. There are no margins, text, or other markings present.

T2.2-05: Evaluation Schedule: Programme

Note to Tenderers:

The Tenderer provides a hard copy proposed programme and/or makes a reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The Tenderer shall provide the proposed programme detailed to the minimum of level 3; this minimum is shown as the following:

- **Ability to provide the *Services*:**

Ability to provide the *Services* in terms of the *Employer's* requirements within the required timeframe of **12 weeks**, indicating in a logical sequence, the order and timing of the *Services* that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the *Employer*,
- Information by Others,
- *starting date*, *access dates*, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

The *Contractor* indicates for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Successor	Time risk allowances (TRA)
--------------------	----------------------	------------	----------------	-----------	----------------------------------

The scoring of the programme will be as follows:

Reference to attached submissions to this schedule:

.....

.....

.....

.....

.....

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

	Ability to Provide the Services (2)	Provision of Dates (4)	Resourcing & Equipment (4)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	<ul style="list-style-type: none"> The programme is not acceptable as it will not satisfy project objectives or requirements. The programme does not follow a logical sequence or has critical logic errors. Critical components of the scope is excluded and not to the level required in the scope. <p>The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.</p>	The tenderer has addressed some but not all date requirements and submission is missing critical activities and dates which renders it unrealistic / unachievable .	The tenderer has addressed some but not all resource requirements and submission is missing critical resources & equipment which renders it unrealistic / unachievable .

Score 40	<ul style="list-style-type: none"> The programme is not acceptable as it will not satisfy project objectives or requirements. The programme does not follow a logical sequence or has critical logic errors. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. 	<ul style="list-style-type: none"> The programme does not meet all the required timeframes and the dates are unrealistic / unachievable. The Project delivery more than 12 weeks 	The tenderer has addressed some but not all resource requirements and submission is missing some resources & equipment which renders it at risk of being unrealistic / unachievable.
Score 60	<ul style="list-style-type: none"> The programme addresses project objectives and adequately deals with the critical characteristics of the project. The programme is logically sequenced. The complete scope is captured and decomposed in the programme to the level required in the scope 	<ul style="list-style-type: none"> The tenderer has stipulated start and end date of every task accurately and renders the submission realistic and achievable. The programme meets all the required timeframes 12 weeks. 	The tenderer has addressed resource requirements correctly and submission contains resources & equipment, which is accurate, and renders the submission realistic and achievable.
Score 80	<ul style="list-style-type: none"> The programme addresses specific project objectives. The programme is containing logic and sequencing which is accurate. The complete scope is captured and decomposed in the programme to the level required in the scope The programme shows a clear and accurate critical path 	<ul style="list-style-type: none"> The tenderer has stipulated start and end date of every task accurately and renders the submission realistic and achievable. The tenderer has indicated the floats to every task of all paths. The programme meets all the required timeframes 10 weeks. 	The tenderer has addressed resource requirements correctly and submission contains resources & equipment, which is accurate, and renders the submission realistic and achievable. The tenderer needs to clearly show all the logistics related to the programme schedule tasks.
Score 100	<ul style="list-style-type: none"> The programme addresses specific project objectives. The programme is containing logic and sequencing which is accurate. The complete scope is captured and decomposed in the programme to the level required in the scope 	<ul style="list-style-type: none"> The tenderer has stipulated start and end date of every task accurately and renders the submission realistic and achievable. 	The tenderer has addressed resource requirements correctly and submission contains resources & equipment, which is accurate, and renders the submission realistic and achievable.

	<ul style="list-style-type: none"> • The programme shows a clear and accurate critical path • The programme is flexible to accommodate changes that may occur during Executions. 	<ul style="list-style-type: none"> • The programme schedule indicates the floats to every task of all paths. • The programme schedule clearly shows task successors and predecessors. • The programme meets all the required timeframes 8 weeks. 	<p>The tenderer needs to clearly show all the logistics related to the programme schedule tasks.</p> <p>The programme must show the how the resources and equipment relate to every programme schedule task.</p>
--	--	---	--

Signed

Date

Name

Position

Tenderer

T2.2-06: Evaluation Schedule: Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar *Services*, and to this end shall supply sufficiently detailed certificates of completion with contact details of existing customers and also indicate their previous experience by showing the following:

- Certificates of completion or reference letters, with a brief description of *services* provided in relation to size of units supplied, installed and commissioned that are larger than **60kVA**.

The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

	Previous Experience (35)
score 0	No information provided.
score 20	The Tenderer's previous experience presented has some relevance to the scope of this project but lacks detail. Tenderer has done one (1) similar project. Tenderer has provided only one (1) certificate of completion or reference letters.
score 40	The Tenderer's previous experience presented has some relevance to the scope of this project but lacks detail. Tenderer has done two (2) similar projects. Tenderer has provided only two (2) certificates of completion or reference letters.
score 60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderer has done not less than three (3) similar projects, with three (3) certificates of completion or reference letters provided to substantiate experience.
score 80	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderer has done not less than three (4) similar projects, with four (4) certificates of completion or reference letters provided to substantiate experience.
score 100	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderer has done not less than five (5) similar projects, with five (5) certificates of completion provided to substantiate experience.

T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-08: 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		

[illegible]

Part T2: Returnable Schedules

T2.2-09: Risk Elements

T2.2-10: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

Tenderer to note that after award, any deviations from this list of proposed 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"/>	

T2.2-11 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	Date
Name	Position
Enterprise name	

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	15
+50% BLACK YOUTH OWNED ENTITIES	5
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-12 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by

that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 0 below.

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.

- 2.4 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.
- 2.5 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-13: RFQ 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 T2.2-16 "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.

T2.2-14: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-15: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-16: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFQ 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 have arisen.

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior

Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous"
hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-17 : Supplier Code of Conduct

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

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

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

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

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

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

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

-
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-18: 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.			
(Other)			

T2.2-19 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9	
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership						
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

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

Supplier Development Information Required					
EMPOWERING SUPPLIER		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>					
FIRST TIME SUPPLIER		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>					
SUPPLIER DEVELOPMENT PLAN		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>					
DEVELOPMENT PLAN DOCUMENT		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>		*If Yes- Attach supporting documents			
ENTERPRISE DEVELOPMENT BENEFICIARY		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>					
SUPPLIER DEVELOPMENT BENEFICIARY		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>					
GRADUATION FROM ED TO SD BENEFICIARY		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>					
ENTERPRISE DEVELOPMENT RECIPIENT		YES	<input type="radio"/>	NO	<input type="radio"/>
<p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>					

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

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;

	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Designated Groups"	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
---------------------------	---

3. I hereby declare under Oath that:

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

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
------------------	--	--

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-20: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013" (POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (_____)

hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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:

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING, AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

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

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

The offered total of the Prices exclusive of VAT is	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:**

Name &
signature of
witness

(Insert name and address of
organisation)

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).

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

Name &
signature of
witness

*(Insert name and address of
organisation)*

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	<i>(Insert name and address of organisation)</i>	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	B: Priced contract with bill of quantities
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure X2 Changes in the law X7: Delay damages X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet National Ports Authority 1st Floor Bayvue Building Ventura Road Port of Richards Bay
10.1	The <i>Project Manager</i> is: (Name) Address Tel e-mail	Yongama Mayekiso Pioneer Building Room 25 035 905 3696 Yongama.mayekiso@transnet.net

10.1	The <i>Supervisor</i> is: (Name)	Deon Reddy
	Address	Pioneer Centre
	Tel No.	035 905 3088
	e-mail	Deon.reddy@transnet.net
11.2(13)	The <i>works</i> are	Supply, Delivery, Installation, Commissioning, Testing and Handover of a 350KVA Generator for the Bayvue Area at the Port of Richards Bay.
11.2(14)	The following matters will be included in the Risk Register	None
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 Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC
30.1	The <i>starting date</i> is	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	1 week
5	Payment	

50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
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: n/a
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Richards Bay, KwaZulu-Natal
	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	None
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.
	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

		<p>2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</p> <p>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</p> <p>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</p> <p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
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	Whatever the <i>Contractor</i> requires in addition to the amount of 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
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	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil The deductible of the relevant insurance policy
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 cost of correcting the Defect
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 Total of the Prices
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 <i>end of liability date</i> is	1 years after Completion of the whole of the works
X18.5		
Z	<i>Additional conditions of contract are:</i>	
Z4	Additional obligations in respect of Termination	
Z4.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings (R22) repudiated this Contract (R23)
Z4.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>

Z4.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z5.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z6	Additional Clause Relating to Collusion in the Construction Industry
Z6.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z7	Protection of Personal Information Act
Z7.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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	

11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	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>

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	%		

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/06/0009/33293/RFQ
DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND
HANDOVER OF A 350KVA STANDY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS
BAY.



63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	2
C2.3	Total for Contract	1

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

1.1.1 Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

1.1.2 This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.1.3 These Pricing Preambles set out the basis on which the Bill of Quantities has been prepared. Notwithstanding the provisions of these Pricing Preambles, the *Contractor* is reminded that the Tender Drawings, where applicable, and the Specification form part of the documents and as such mutually refer to the intent of the Tender Document. Where a discrepancy occurs it must be deemed that the *Contractor* has allowed for the intent of the Tender Documents unless this is clarified specifically at the time of Tender. In the event that the *Contractor* does not draw attention to any discrepancy or item the *Employer* must clarify the intent of the Tender Document and his decision must be binding.

1.1.4 Consequently the tender rates and prices inserted by the *Contractor* against measured items must be deemed to be fully inclusive of all that is necessary to comply with the Tender Drawings, where applicable, and Specification in so far as they relate to the particular item.

1.2. Function of the Bill of Quantities

1.2.1 Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
 CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ
 DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND
 HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF
 RICHARDS BAY.

1.3. Guidance before pricing and measuring

- 1.3.1 The measurement has been done in accordance to the Standard System of Measurement for Building Work and SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, must be deemed to form part of and included in the Pricing Instructions.
- 1.3.2 The Contract Data, the Works Information and the Site Information are to be read in conjunction with the Bill of Quantities.
 - 1.3.2.1 The Bill of Quantities comprises items covering the *Contractor's* profit and costs of general liabilities and of construction of temporary and permanent Works.
 - 1.3.2.2 All rates in the Bill of Quantities should only include the rate for unskilled, semi-skilled and skilled labour employed full time by the Tenderer. All other Labour cost in terms of Local labour temporarily employed as set out in the tender Conditions is addressed in the Preliminary and General section of the Bill of quantities.
 - 1.3.2.3 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the *Contractor* has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
 - 1.3.2.4 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
- 1.3.3 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
- 1.3.4 The tender must be deemed to allow for the requirements of the Specification. Tender Drawings, where applicable, and Bill of Quantities, all of which form part of the Tender Documents any discrepancies between the descriptions in the Bill of Quantities, the Specification and/or the Tender Drawings, must be clarified prior to the submission of the Tender. Any discrepancies noted after the Tender has been accepted may be referred to the Engineer for a ruling but no increase in cost must be authorized.
- 1.3.5 Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- 1.3.6 Except that they must not include Value Added Tax (VAT), the prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the *Employer* for the work described under each item. Such prices must cover all costs and expenses that may be required in and for the construction of the work described and must cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
- 1.3.7 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered must be considered to have a price or rate of R0,00.



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

- 1.3.8 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.
- 1.3.9 Attention is drawn to the principle that the *Contractor* must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.
- 1.3.10 Items marked "L" in the Bill of Quantities must be carried out using labour intensive methods.
- 1.3.11 The Tenderer must price each item in the Bill of Quantities in INK, preferably black ink.
- 1.3.12 The quantities given in the BOQ are provisional only and the *Contractor* must be paid for the actual amount of work done at the rates tendered.
- 1.3.13 The accuracy or inaccuracy of the quantities given in the BOQ must in no way affect the validity of the tender or the contract based thereon.
- 1.3.14 Notwithstanding anything to the contrary in the Conditions of Contract or the Works Information, the *Contractor* is to satisfy himself when ordering materials that such materials must actually be required for inclusion in the works as no payment must be made for materials ordered and delivered to site and then found to be in excess of the quantity actually required.
- 1.3.15 Errors and omissions made in the extensions or additions in a tender must be corrected by accepting the rates tendered as being correct and adjusting the total amount tendered accordingly.
- 1.3.16 Information in the Bill of Quantities is not Works Information or Site Information. This confirms that instructions to do work or how it is to be done are not included in the Bill only, but in the Works Information. The Contractor Provides the Works in accordance with the Works Information. Hence the Contractor does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

2. Measurement and payment

2.1. Symbols

- 2.1.1 For the purpose of the Pricing Schedule, the following words must have the meanings assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standard Specification.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump Sum	:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
 CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ
 DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND
 HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF
 RICHARDS BAY.

2.1.2 The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre- kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

¹



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

- 2.3.1. The measurement has been done in accordance to SANS 1200 Standard Specifications and payment clauses of the SANS 1200 Standard and Particular Specifications, must be deemed to form part of and included in the Pricing Instructions.
- 2.3.2. The tenderer is deemed to have referred to these specifications for the full description of all relevant items and to price accordingly.

C2.2 the *bill of quantities*

Please see attached bill of quantities:

The following state the minimum requirements and in no way absolves the successful bidder from sound engineering practice.

Tenderers must submit offers to this specification only.

Departures from the specification, or additional items offered must be clearly indicated and a clear indication must be furnished in each case why the additional items offered by the bidder are considered superior and/or more beneficial to Transnet National Ports Authority than that specified.

Any omissions or sub-standard requirements in this specification must be brought to the attention of the Project Manager at tender stage and proposals for addressing these, must be submitted.

C2.2.1 Part A: Preliminary & General

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
A	<u>PRELIMINARY AND GENERAL</u>				
A1	<u>Preliminary and General</u> Contractor's contractual obligations to manage and execute the Contract. (detailed breakdown to be provided upon request for such information):	Sum	1		
A2	<u>Contractor's SHE file and Environmental Management Plan</u> Contractor's Health & Safety and Environmental obligations for the duration of the contract. (detailed breakdown to be provided upon request for such information):	Sum	1		
A3.	TOTAL PART A				



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)
 CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ
 DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND
 HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF
 RICHARDS BAY.

C2.2.2 Part B: Supply and deliver 350KVA Generator

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
B	<u>SUPPLY AND DELIVER A 350KVA GENERATOR</u>				
B1	<u>The Service provider shall be required to supply and deliver one 350KVA generator in a proper and safe operating condition.</u>	Sum	1		
B2	<u>The Service provider shall be require</u>				
B3	Contractor to supply and install 20 meters of 150mm ² copper conductor cable, PVC insulated, 4 core Galvanized Steel Wire Armour with all relevant terminations.	Au	1		
B4	The contractor to ensure seamless connection from the new generator to the existing exhaust system.	Au	1		
B5	The Contractor to use the existing ATS (Automatic Transfer Switch), panel and to ensure the control, monitoring and diagnostic electrical wiring is interfaced into the new generator	Au	1		
B6	Provide Cable tray	Au	1		
B	TOTAL PART B				



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

C2.2.3 Part C: Installation, Commissioning, Testing, Staff Training and Handing over

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
C	<u>AD- INSTALLATION AND COMMISSIONING, TESTING, TRAINING OF STAFF AND HANDING OVER</u>				
C1	<u>Supervisor</u>				
	Weekend and Holidays	Hour			
	Normal hours	Hour			
	After hours (After 16:00pm and before 07:00am)	Hour			
C2	<u>Artisan</u>				
	Weekend and Holidays	Hour			
	Normal hours	Hour			
	After hours (After 16:00pm and before 07:00am)	Hour			
C3	Technician				
	Weekend and Holidays	Hour			
	Normal hours	Hour			
	After hours (After 16:00pm and before 07:00am)	Hour			
C	TOTAL PART C				

C2.3 Total for Contract

ITEM NO.	DESCRIPTION	Price
A	TOTAL PART A	
B	TOTAL PART B	
C	TOTAL PART C	
I	GRAND TOTAL	

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page <i>Employer's Works Information</i>	1 4-27
Annexure A	Safety Health and Environmental Specification	28
	Total number of pages	26

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK	1
SECTION 1.....	4
1 Description of the <i>works</i>	4
1.1 Executive overview.....	4
1.2 <i>Employer's</i> objectives	4
1.4 Interpretation and terminology	5
SECTION 2.....	6
2 Engineering and the <i>Contractor's</i> design	6
2.1 <i>Employer's</i> design	6
2.2 <i>Control System</i>	7
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design	8
SECTION 3.....	9
3 Execution of the work.....	9
3.1 Temporary <i>works</i> , Site services & constraints	9
3.2 Completion, testing, commissioning and correction of Defects	12
SECTION 4.....	13
4 Plant and Materials Standards and Workmanship.....	13
4.1 Investigation, Survey and Site Clearance	13
4.2 Standards.....	13
4.3 For a Guarantee.....	14
4.4 Extent of the Work.....	14
SECTION 5.....	16
5 Management and start up	16
5.1 Management meetings	16
5.2 Progress meetings.....	17
5.3 Documentation Control.....	17

5.4	Safety risk management	18
5.5	Environmental constraints and management	19
5.6	Quality assurance requirements	19
5.7	Programming constraints	20
5.8	<i>Contractor's</i> management, supervision and key people	21
5.9	Insurance provided by the <i>Employer</i>	24
5.10	Contract change management	24
5.11	Provision of bonds and guarantees	24
5.12	Records of Defined Cost, payments & assessments of compensation events kept by <i>Contractor</i>	24
5.13	The <i>Contractor's</i> Invoices	24
5.14	People	25
SECTION 6	26
6	Industrial Action by <i>Contractor</i> Employees	26
ANNEXURE A: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATION	27

SECTION 1

1 Description of the works

1.1 Executive overview

The works that the *Contractor* is to perform involve the following and all works shall be done according to all applicable standards and regulations,

This tender covers the supply, delivery, installation, commissioning, testing, and handover of one (1) 350kVA 230/400 V AC 50 Hz standby diesel generator for the Bayvue area, complete with changeover panel, for Infrastructure Electrical at the Port of Richards Bay. The standby generator supplies; Bayvue building, Elwazini, Osizweni (IT/HR). The *Contractor* shall comply with Transnet's safety requirements.

The *Contractor* shall provide all materials, equipment, labour, and services necessary for the complete installations in accordance with the intent of the specification. All equipment and material comply with the requirements and standards as described in this document.

1.2 Employer's objectives

The *Employer's* objectives are to provide a 350kVA 230/400 V AC 50 Hz standby diesel generator set for Bayvue Area. The current generator has been in service since inception date of Bayvue Centre. Spare parts are difficult to obtain leading to longer lead times and higher costs. Therefore, this tendered installation of a standby diesel generator will be used to back up the Bayvue Area in the event of power outages. The electrical supply to the Bayvue Area is obtained from the Harbour West substation which in turn receives its electrical supply from the Umhlathuze Municipality.

1.3. SCOPE OF WORKS

1.3.1. General

1.3.1.1. The diesel generator set shall be a fully operational and functional units when delivered according to this specification.

1.3.1.2. This specification entails the supply, delivery, installation, commissioning, testing, and handover of one (1) 350kVA 230/400 V AC 50 Hz standby diesel generator for the Bayvue area, for Infrastructure Electrical at the Port of Richards Bay.

1.3.1.3. The Bidder shall install established brands of electrical equipment that adheres to SANS standards.

1.3.1.4. The generator set shall be controlled by an intelligent controller/interfaced with existing Deepsea Controller and changeover panel.

- 1.3.1.5. The intelligent controller shall display main volts; generator amps, frequency; engine hours run, oil pressure, speed, etc.
- 1.3.1.6. The bidder shall ensure that all the cabling is renewed between Automatic Mains Failure Panel and the Genset.
- 1.3.1.7. The bidder shall remove the existing generator from site to an area that will be indicated by Transnet National Ports Authority.
- 1.3.1.8. The Bidder shall complete all electrical work in accordance with SANS 10142 part 1.
- 1.3.1.9. The Bidder shall allow for civil work i.e., Mounting of the genset and removal of the existing Genset.
- 1.3.1.10. The Bidder shall ensure seamless interconnection between the existing exhaust system and the new standby generator exhaust system.
- 1.3.1.11. The Bidder shall be responsible to replace glands with CCG enviro-gland.
- 1.3.1.12. The Bidder shall be responsible to secure all cabling properly, (i.e., If racking is necessary it shall be installed).
- 1.3.1.13. The Bidder shall be responsible to number all cables and wiring.

1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Table 1: Terminology

AC	Alternating Current
OHS	Occupational Health and Safety
IP	Ingress Protection
ISO	International Organization for Standardization
DC	Direct Current
L	Litres
KVA	Kilovolts - Ampere
RMS	Root Mean Square
SANS	South Africa National Standards

PPE	Personal Protective Equipment
kW	Kilowatts
SHE	Safety, Health & Environment
V	Voltage
Hz	Hertz
HIRA	Hazard Identification and Risk Assessment
TNPA	Transnet National Ports Authority

SECTION 2

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1. General

2.1.1.1 The bidder must adhere to all the requirements included in this document.
Any deviation from the requirements within this document will be subject to
consideration from the Transnet National Ports Authority technical team.

2.1.2. Bidder's Technical Response

2.1.2.1 Bidders shall provide a clause-by-clause response to this Technical
Specification.

2.1.2.2 Bidders shall supply an outlined proposal of the design, and datasheets along
with corresponding test results if an existing module is quoted. This includes
comprehensive information on performance and efficiency.

2.1.2.3 Bidders shall provide drawings, diagrams, and additional literature to clearly
describe the operation of the proposed system and highlight any noteworthy
features.

2.1.2.4 Bidders shall provide calculations and any assumptions made must be stated
clearly.

2.1.2.5 Where applicable, the Bidder must indicate specifications whereto the units
are and will be tested.

- The same amount and extent of information, comments, and data applicable to the original component offered.
- The detailed reasons for offering the alternative(s).
- The detailed implications in terms of price, reliability, maintenance considerations, local stock holding, performance, etc., in comparison with the basic offer. A Bidder may submit alternatives in addition to what is required in the first instance. Transnet's engineers may reject the offer out of hand if the information supplied does not meet a cursory approval.

2.1.3. Chassis

- Complete generator set shall be mounted as a whole on a heavy duty fabricated, galvanized steel base frame.
- Base frame shall be used to lift or push/pull the generator.
- Base frame design shall incorporate an integral fuel tank.
- Fuel tank shall be equipped with a dial type fuel gauge.
- Generator chassis shall have anti-vibration pads.

2.2 Control System

The bidder will be required to interface the new generator with the existing control panel to indicate the following

2.2.1. Automatic mains failure control panel

- Controller with automatic transfer switch
- Emergency stop
- Four-pole electrically and mechanically interlocked ATS

2.2.2. Generating set control module

- Monitor a main supply and automatically start of a generator
- It has to have shutdown alarms
- It has to have STOP/RESET-MANUAL-AUTO-TEST-START

2.2.3. Metering via LCD display

- Main volts (L-L/L-N)
- Generator amps (L1, L2, L3)
- Generator frequency, generator (cos)
- Engine hours run, plant battery (volts)

- Engine oil pressure (psi and bar)
- Engine speed (rpm)
- Engine temperature (rpm)
- Engine temperature (degrees)

2.2.4. Automatic shutdown and fault conditions

- Under/over speed, fail to start
- High engine temperature, fail to stop
- Low oil pressure, charge fail
- Under/over generator volts
- Under/over generator frequency
- Emergency stop/start failure
- Under/over mains voltage
- Charge failure

2.2.5. Functional Description

- The system shall allow for the interface of all the subsystems as per requirement.
- The system shall be manually switched over, started and shutdown as and when needed by port personnel.
- All relevant parameters of the installation shall be remotely monitored, logged, and viewed by personnel as specified within Section 4.4 of this document.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1. The *Contractor* shall address the following procedures:

2.3.1.1. Submit a detailed method statement to the *Employer* which shall address all the *Employer's* design, Plant and Materials Standards Workmanship. This will follow a procurement process which will be defined for this particular project.

SECTION 3

3 Execution of the work

3.1 Temporary works, site services & constraints

3.1.1 *Employer's* site entry and security control, permits, and site regulations

3.1.1.1. The *Contractor* must comply with the *Employer's* site entry and Port security control, permits and site regulations. The *Employer* provides coded ID cards to all *Contractor's* employees for access/egress of personnel, plant, material and equipment within the site boundaries.

3.1.1.2. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility". The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.

3.1.1.3. The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

3.1.2.1. The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.

3.1.2.2. The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.

3.1.2.3. The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the site and working areas at all times that includes providing flagmen, protective barriers, signage, etc., for protection, direction and control of traffic.

3.1.3 Restrictions to access on site, roads, walkways and barricades.

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

3.1.4 The *Contractor* complies with the following road safety regulations requirements of the *Employer*:

- 3.1.4.1. The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- 3.1.5 People restrictions on site; hours of work, conduct and records:
 - 3.1.5.1. There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.
- 3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the site:
 - 3.1.6.1. Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the *Contractor* shall apply in writing and obtain approval from the *Project Manager / Employer*.
- 3.1.7 The *Contractor* keeps daily records of his people engaged on the site and working areas (including subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.8 Health and safety facilities on site:
 - 3.1.8.1. The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
 - 3.1.8.2. In the event of fire on work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
 - 3.1.8.3. The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
 - 3.1.8.4. The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act

Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.

3.1.8.5. The *Contractor* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.

3.1.8.6. All *Contractor's* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.

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

3.1.10.1 The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.

3.1.11 The *Contractor* provides a notice board

The *Contractor* shall provide and erect a project name board which must first be approved by the *Project Manager*. The sign board must contain details of the following:

- Details of the *Contractor*
- Description of the work

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

3.1.13 *Contractor's* equipment

3.1.13.1. The *Contractor* keeps daily records of his equipment used on site and the working areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.14 Equipment provided by the *Employer*

3.1.14.1. No Equipment shall be provided by the *Employer*

3.1.15 The *Employer* provides the following facilities for the *Contractor*:

3.1.15.1. Ablution facilities for the use by the *Contractor*

3.1.16 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full

reinstatement to the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.17 Control of noise, dust, water, and waste

3.1.17.1. The *Contractor* must submit his proposed methods of executing the work which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. For commissioning, the *Contractor* shall be required to do a commissioning test on site. The generator set shall run for at least one hour (i.e., connected to load). The *Project Manager* cannot certify completion until all the work listed below has been done and is also free of defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

Table 2: Works' completion

Item of work	To be completed by
Complete electrical installation in working order	Date agreed upon on accepted final project plan
Certificate of compliance	After the defects period
Handover	After all defects have been concluded

3.2.2 Start-up procedures required to put the *works* into operation

The *Contractor* shall be responsible to ensure that the entire electrical installation is in a safe working condition such that each building is ready for immediate use by employees.

3.2.3 Take over procedures

The *Contractor* shall ensure that only after he/she has tested the installation and deemed it safe and issued a certificate of compliance in the presence of the *Project Manager* then only take over will happen for that standby plant covered by this scope.

SECTION 4

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

The *Contractor* carries out the following investigations at the site:

- a. Conducts an investigation to determine all existing services on the site. Marks and records all these services.
- b. Conducts an in-survey and an out survey.
- c. Maintains a concise record of the conditions of the existing plant room and services.

4.2 Standards

4.2.1. The work must be carried out strictly in accordance with:

STANDARDS ADHERENCE

The bidder shall be aware that the following standards are to be adhered to, should the bidder be the successful bidder. The bidder must provide a list of standards that they have adhered to other than those mentioned in this specification document, which address the requirements of the requested standards.

FOR QUALITY CONTROL:

The *Contractor* shall specify to what standards the equipment will be manufactured i.e., ISO, EN, IEC, CENELEC.

The *Contractor* shall supply all necessary compliance certificates, handover documents, drawings, controller manuals and installation software complete with settings.

RELEVANT STANDARDS SANS Standards

SANS 342 (Latest): Automotive fuel – Requirements and test methods for diesel.

SANS 473 (Latest): Automated meter reading for large power users.

SANS 474 (Latest): Code of practice for electricity metering.

SANS 8528 (Latest): Reciprocating internal combustion engine driven alternating current generating sets.

SANS 10111 (Latest): Engineering drawing.

SANS 10142 (Latest): The wiring of premises.

SANS 60529 (Latest): Enclosures for Electrical Equipment Classified by IP Code

ISO Standards

ISO 3046-1 (Latest): Reciprocating internal combustion engines

NRS Practices

NRS 048 (Latest): Electricity supply – Quality of supply

NRS 097 (Latest): Grid interconnection of embedded generation

4.3 For a Guarantee

All equipment offered shall be guaranteed against failure through faulty workmanship, design or materials for a period of 12 months.

All spares shall be freely available.

4.4 Extent of the Work

TECHNICAL SPECIFICATIONS

4.4.1. The bidder shall supply supporting documentation that can demonstrate the ability for him/her to supply according to these requirements.

4.4.2. With reference to all the below technical requirements throughout this specification and the potential alternatives as discussed in Section 2.

4.4.3. The bidder shall note that TNPA reserves the right to reject any deviation from any technical requirements or alternative proposal out of hand without needing to clarify the reason thereof to the bidder.

4.4.4. Technical Specification and Requirements.

4.4.4.1. The specification required for supply and installation of the standby diesel generator set is listed as follows:

- Bayvue Area – Standby Plant Room:
 - a. Required installed standby capacity
350 kVA.
 - b. Rated voltage: **230/400V**
 - c. Switching: Automatic or manual.
 - d. Supply and install 20 meters of 150mm² copper conductor cable
 - e. Install cable trays
 - f. Install and interface the existing exhaust system with the new generators exhaust system.
 - g. Supply, install and interface control wires to the existing automatic changeover panel

Table 3: Technical Requirements

<u>Alternator</u>	
Standby Power Output	350 kVA
Prime	320 kVA
Rated Voltage	230/400AC
Phase	3 Phase
Type	Brushless AC Generator
Power factor	0.8
Phase and connection	Three phase/four wire
Voltage regulate change	$\leq \pm 10\%$ UN
Stator	2/3 pitch
Rotor	Single bearing
Excitation	Self-exciting
Regulation	Self-regulating
Insulation and Protection	Class-H with circuit breaker protection
Voltage Regulation	1%
Frequency	50 Hz
Protection class	IP23 standard/screen protected/drip-proof
<u>B.1 Engine</u>	
Cylinder bore/Stroke	126mm x 130mm
Cycle	Four stroke
Rated speed	1500 rpm
Battery	Maintenance-free battery including rack and cables
Governor Type	Electronic
Starter	24V DC charge alternator
Filters	Replaceable fuel filter/oil filter/dry element air filter
Cooling method	Water-cooled radiator/fan
Fuel Tank Capacity	800Litres
Silencer	Exhaust silencer
Coolant capacity	44L
Engine capacity	22L
Fuel Tank	800L
Oil type	15W-40
Combustion system	Direct injection
Turbocharged/normally aspirated	Turbocharged

Engine output power (1500rpm)	276 kW
Fuel system	In-line fuel injection pump
Displacement	9.725L
Compression ratio	17:1

SECTION 5

5 Management and start up

5.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Table 4: Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract - Progress and feedback.	On daily bases but based on time that will be mutually agreed upon.	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager, including relevant stakeholder's as may be deemed relevant</i>
Site Inspections	Ad hoc	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager, including other stakeholder's as may be deemed relevant</i>
<i>Safety Pre-Mobilisation Meeting</i>	<i>Once off at the kick-off meeting.</i>	Port of Richards Bay	<i>Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Project Manager, including other stakeholder's as may be deemed relevant</i>
Safety, Health and Environment Induction Training.	Once off Induction programme prior to commencing any work on site and each time for a new start.	Port of Richards Bay	<i>Employer, Contractor (all personnel to work on site), Supervisor, Project Manager, including other stakeholder's as may be deemed relevant</i>

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

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

5.2 Progress meetings

The *Contractor* updates the program and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the *Project Manager* at any stage.

The methodology to define work content in the progress curves needs to be agreed to between the *Contractor* and *Employer* within 5 days of Contract Award and may include parameters such as number of AC units installed, etc.

The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.

Progress report is submitted in line with the requirements as specified in the table below.

Table 5: Progress reporting

ITEM	DESCRIPTION	FREQUENCY
1.	General Planning Report and revised network if logic has changed since the previous report.	Weekly

5.3 Documentation Control

5.3.1 In undertaking the '*Works*' the supplier of documentation and data for the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

5.3.2 The specific documents that shall form part of the work include but not limited to:

- Certificate of Compliance – Supplied by the *Contractor*.

- Equipment data sheets - Supplied by the *Contractor*.
- Pre-site handover - Supplied by the Client.
- Final site handover - Supplied by the Client.
- Closeout report - Supplied by the *Contractor*.

5.3.3 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

5.4 Safety risk management

5.4.1 The *Employer* has a strict Health and Safety policy. At tender stage, the tenderer shall submit a health and safety plan which shall contain at least:

- Valid letter of good standing with insurance body.
- Roles and responsibilities of legal appointees.
- Safety Officer Role and responsibility.
- Safety, Health & Environmental Policies.
- Overview of Tenderer's SHE system.
- Overview of RA process and examples.
- List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
- Six months' synopsis of SHE incidents, description, type and action taken.
- Overview of selection process of subcontractors.
- SHE challenges envisaged for the project and how they will be addressed and overcome.
- Procedures concerning Hazard Identification and Risk Assessment (HIRA)
- Emergency Preparedness and Response procedures
- Subcontractor Alignment procedures
- Construction Safety Work Method Statement
- Details concerning the management of Personal Protective Equipment (PPE)

5.4.2 Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations.

- The *Contractor* shall accept his obligation to complying fully with the Act and applicable Regulations and with Transnet safety requirements.
- The *Contractor* shall provide a written Health and Safety plan the file shall be approved before starting with the work.
- The *Contractor* shall keep a safety file at all times.
- The *Contractor* shall keep a site diary and instruction book.
- The *Contractor* shall attend Transnet National Ports Authorities safety induction training before starting with the work.

5.4.3 The awarded *Contractor* shall complete a project specific Health and Safety file based on Transnet Health and Safety specification requirements. It shall be issued to the *Employer* for review and approval prior to work starting on site and only once approved will access to site be allowed.

5.4.4 All persons including sub-contractors working on the site are required to undergo an induction that will state the detailed requirements for entering the Port of Richards Bay and working on the site. This will include the use of PPE and other requirements that may be imposed. The date and time for the required inductions will be communicated by the *Employer* prior to site access.

5.5 Environmental constraints and management

5.5.1 The work will be executed in the Port of Richards Bay with the following environmental conditions:

- Altitude 0 to 1800m above sea level
- Ambient air temperature: Max 45 deg. C; Min. -5 deg. C
- Humidity as high as 96 %
- Lightning conditions: Severe with 12 flashes/km²/annum
- In addition, the atmosphere will be of a highly saline and dust-laden nature.

5.5.2 The *Contractor* performs the *works* and all activities within the site and working areas having due regard to the environment and to environmental management practices as more particularly described within the SHE Specification including Health and Safety Specification Guideline.

5.5.3 The *Contractor* shall separate hazardous and non-hazardous waste and where practical, waste for recycling prior to disposing thereof.

5.5.4 The *Contractor* also undertakes to eliminate the amount of waste generated and released to the atmosphere whether it is hazardous or non-hazardous waste as far as possible to eliminate the impact on the Environment.

5.5.5 The *Contractor* undertakes to dispose of all waste generated, albeit hazardous or non-hazardous waste in a responsible manner and submit proof of all disposal documents to the *Project Manager*.

5.5.6 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the Induction Programme arranged by the *Project Manager* prior to commencing any *work* on site. If new personnel commence work on the site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on site.

5.6 Quality assurance requirements

5.6.1 Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work and activities that will be covered under the services at the time of tender as part of the bid. The Quality Management plan shall

describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.

- The submission shall contain but not be limited to:
- Project Quality Plan for the contract.
- The *Contractor's* Quality Policy.
- Index of procedures to be used during the contract.
- Audit Schedule for internal and external audits.
- Typical Quality Manual.
- QCP inspection report example.
- Typical Quality Control Plan.
- Typical data book index.

5.6.2 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

5.6.3 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract,
- Quality Policy,
- Index of Procedures to be used, and
- A schedule of internal and external audits during the contract.

5.6.4 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.

5.6.5 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

5.6.6 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.

5.7 Programming constraints

- 5.7.1 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations
- 5.7.2 Minor revisions to the accepted programme may be introduced from time to time by mutual agreement between the *Contractor* and the *Project Manager*. Should there be any major revision required in the programme, this can only be implemented through a written instruction to the *Contractor* by the *Project Manager* and subsequently a revised programme must be submitted within two weeks of receipt of such an instruction.
- 5.7.3 It should be noted that it is in the *Contractor's* interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the programme, since the accepted programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.
- 5.7.4 Acceptance of the programme merely constitutes an acknowledgement by the *Project Manager* that the Accepted Programme represents a contractually compliant, realistic and achievable depiction of the *Contractor's* intended sequence and timing of execution of the works.
- 5.7.5 Acceptance of the programme does not relieve the *Contractor* of his duties in the terms of the contract obligations.
- 5.7.6 Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.
- 5.7.7 The *Contractor* uses Primavera version 8.1 for his programme submissions or a similar programme software package equivalent to Primavera version 8.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 5.7.8 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 5.7.9 The *Contractor's* programme shows duration of operations in working days or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of the working days and what a normal working week is.
- 5.7.10 The *Contractor's* programme shows the following levels:
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes

5.8 ***Contractor's* management, supervision and key people**

5.8.1 The Technical criteria:

The below Table 6 is a proposed technical criterion for the works

Table 6: Technical criteria

PREQUALIFICATION CRITERIA:			
The bidders shall attend a compulsory bid clarification and site briefing			
The bidder shall have a CIDB grading of 1 EP or 1 EB			
Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-03 Management & CVs of key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service		
	Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member	5	25
	Qualification and experience of key staff required but not limited to:		
	Project Manager (site supervisor)	4	
	Technician	9	
	Artisan	7	
Evaluation Schedule: T2.2-04 Method Statement	The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.		
	The method statement must respond to the scope of work (the Works Information as per section 1.3, 2 and 4) and outlines the proposed methodology including that relating to the Programme, quality, health and safety requirements (Safety plan in line with SANS, IEC and OHS Act showing comprehensive Risk assessment)	8	30
	The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.	5	

	The tenderer must as such explain his / her understanding of the objectives of the assignment and the <i>Employer's</i> stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.	12	
	Method of supply, installation, and commissioning process: Tender should narratively demonstrate the approach to site establish, pre-installation activities and meetings, interfaces with other discipline including the client, execution logistics, commissioning procedures and handover.	5	
Evaluation Schedule: T2.2-05 Programme	The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the <i>Employer's</i> requirements and within the stipulated timeframes of 2 weeks.		
	<i>The tenderer shall demonstrate the following:</i>		10
	Ability to Provide the Services	3	
	Provision of Dates	3	
	Resourcing & Equipment	4	
Evaluation Schedule: T2.2-06 Previous Experience	The tenderer must demonstrate their relevant experience with regards to the delivery and construction of similar works as detailed in the Works Information with reference to:		
	Supplied and delivered ≥60KVA Generators.	5	35
	Installation, commissioning, and testing of ≥60KVA Generators.	12	
	Evidence of project completion i.e., Completion Certificate. References to substantiate experience indicated showing:		
	Project description	18	
	Customer name and contact details		

	Contract duration		
Total Weighting:		100	100
Minimum qualifying score required:			60

5.9 Insurance provided by the *Employer*

5.9.1. No insurance will be provided by the *Employer* as contained in the Contract Data – Part 1, The *Contractor* is required to provide an All-Risk Insurance, and this must be included on the tendered rates.

5.10 Contract change management

5.10.1 No additional requirements apply to ECC Clause 60 series.

5.11 Provision of bonds and guarantees

5.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

5.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

5.11.3 The *Contractor* must provide an All-Risk Insurance for the works, this must be provided within 14 days after signing of the Contract with the *Employer*. This must be kept in force until the Completion of the project.

5.12 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

5.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Services completed in an acceptable service sheet format

5.13 The *Contractor's* Invoices

5.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

5.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number

5.13.4 The invoice is presented either by post or by hand delivery.

5.13.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd, Port of Richards Bay

Bayvue Centre, Ventura Road

P O Box 181

Richards Bay

3900

For the attention of **Deon Reddy, Electrical Engineer**

Invoices submitted by hand are presented to:

Transnet SOC Ltd, Port of Richards Bay

Bayvue Centre, Ventura Road

Richards Bay

3900

For the attention of **Deon Reddy, Electrical Engineering Manager**

The invoice is presented as an original.

5.14 People

5.14.1 The *Contractor* performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.
- Compensation of Occupational Injuries and Diseases Act.

5.14.2 Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the site and/or working areas, the *Contractor* engages a Subcontractor who is a specialist and qualified for the removal of such

animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

5.14.3 The *Contractor* complies with the following PIRPMP

CONTRACTOR LIABILITY

- 5.14.3.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.
- 5.14.3.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 5.14.3.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 5.14.3.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 5.14.3.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

SECTION 6

6 Industrial Action by *Contractor* Employees

- 6.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 6.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 6.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
 - 6.3.1 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

- 6.3.2 The Industrial Action Report must provide at least the following information:
 - 6.3.2.1 Industrial incident report,
 - 6.3.2.2 Attendance register,
 - 6.3.2.3 Productivity / progress to schedule reports,
 - 6.3.2.4 Operational contingency plan,
 - 6.3.2.5 Site security report,
 - 6.3.2.6 Industrial action intelligence gathered.
- 6.3.3 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 6.3.4 The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 6.4 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 6.5 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

Transnet SOC Ltd
(Hereinafter referred to as the Employer)

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

TABLE OF CONTENTS

- 1. DEFINITIONS**
- 2. PURPOSE OF SPECIFICATION**
- 3. REPORTING**
- 4. WARRANTY OF COMPLIANCE**
- 5. APPOINTMENTS AND TRAINING**
- 6. SUPERVISION, DISCIPLINE AND REPORTING**
- 7. ACCESS TO THE OHS ACT**
- 8. COOPERATION**
- 9. WORK PROCEDURES**
- 10. COMPENSATION REGISTRATION AND INSURANCE**
- 11. MEDICAL EXAMINATIONS**
- 12. INCIDENT REPORTING AND INVESTIGATION**
- 13. SUBCONTRACTORS**
- 14. SECURITY AND ACCESS**
- 15. FIRE PRECAUTIONS AND FACILITIES**
- 16. ABLUTION FACILITIES**
- 17. HYGIENE AND CLEANLINESS**
- 18. NO NUISANCE**
- 19. INTOXICATION NOT ALLOWED**
- 20. PERSONAL PROTECTIVE EQUIPMENT**
- 21. PLANT, MACHINERY AND EQUIPMENT**
- 22. NO USAGE OF EMPLOYER'S EQUIPMENT**
- 23. TRANSPORT**
- 24. CLARIFICATION**
- 25. DURATION OF AGREEMENT**
- 26. NON COMPLINCE**
- 27. PERMITS AND LICENCES**
- 28. WASTE MANAGEMENT**
- 29. HEADING**
- 30. SAFETY, HEALTH AND ENVIRONMENTAL FILE**

PREAMBLE

WHEREAS specification of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an Specification in writing to ensure compliance by a Contractor/Supplier in line with the provisions of the Act.

AND WHEREAS Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

AND WHEREAS TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Contractor"** means the Mandatory;
- 1.3 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.4 **"Effective Date"** means the date of signature of this Specification by the last party signing hereto;
- 1.5 **"Employer"** refers to TRANSNET SOC LTD;
- 1.6 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.7 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.8 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.9 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.10 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.11 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.12 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/30**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

2. PURPOSE OF SPECIFICATION

The purpose of the specification is to assist achieving compliance OHS Act 85 of 1993 as well as its regulations

3. REPORTING

- 3.1 The Contractor and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 (" the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Specification the Contractor warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Contractor further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act and Merchant Shipping Act. Without derogating from the generality of the above, nor from the provisions of the said Legislation, the Contractor shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Contractor hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

5. APPOINTMENTS AND TRAINING

- 5.1 The Contractor shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Contractor shall immediately be provided to the Employer.
- 5.2 The Contractor shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Contractor shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Contractor shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Contractor shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

- 6.2 The Contractor shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

7. ACCESS TO THE OHS ACT

- 7.1 The Contractor shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Contractor and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. COOPERATION

- 8.1 The Contractor and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Contractor. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Contractor and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

9. WORK PROCEDURES

- 9.1 The Contractor shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Contractor shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Contractor shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Contractor shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Contractor.
- 9.4 For every task to be performed including, but not limited to:
- Site establishment – Evacuation & emergency procedures / Rubble & refuse removal / Loading & off-loading.
 - PPE – Issue and control / Uses.
 - Work Areas – Buildings / Rooftop / High Mask / Access & Egress / Quayside / Vegetated Areas / Use of ladders / Elevated work / Roadwork
 - Electrical Installation

10. COMPENSATION REGISTRATION INSURANCE

- 10.1 The Contractor shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act 130 of 1993**, and that all payments owing to the Commissioner are discharged. The Contractor shall further ensure that the cover remain in force while any such employee is present on the premises.
- 10.2 The contractor shall ensure that they have insurance cover to the value of 10 million for the duration of the contract.

11. MEDICAL EXAMINATIONS

- 11.1 The Contractor shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12. INCIDENT REPORTING AND INVESTIGATION

- 12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 12.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13. SUBCONTRACTORS

- 13.1 The Contractor shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 13.1.1 The Contractor shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 13.1.2 The Contractor shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 13.1.3 The Contractor shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 13.1.4 The Contractor shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

14. SECURITY AND ACCESS

- 14.1 The Contractor and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Contractor shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 14.2 The Contractor and his employees shall not enter any area of the premises that is not directly associated with their work.
- 14.3 The Contractor shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

15. FIRE PRECAUTIONS AND FACILITIES

- 15.1 The Contractor shall ensure that an adequate supply of fire-protection and first-aid facilities are provided on all vehicles that will be transporting Transnet employees.
- 15.2 The Contractor shall further ensure that all his employees are familiar with fire precautions, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16. ABLUTION FACILITIES

- 16.1 The Contractor shall ensure that an adequate supply of ablution facilities is provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

17. HYGIENE AND CLEANLINESS

- 17.1 The Contractor shall ensure that the work site and surrounding area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. NO NUISANCE

- 18.1 The Contractor shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Contractor shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Contractor or any tenants. Where such situations are unavoidable, the Contractor shall give prior notice to the Employer.

19. INTOXICATION NOT ALLOWED

- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. PERSONAL PROTECTIVE EQUIPMENT

- 20.1 The Contractor shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of Section 8 (b) of the OHS Act. The Contractor shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.
- 20.2 The contractor shall ensure that his/her employees are provided with appropriate personal protective equipment. These shall include but is not limited to:
 - Hand protection;
 - Head protection (Hard Hat must be used in accordance with SANS 1397);
 - No-slippery shoes
 - Service provider uniform
 - Steel toe-capped footwear
 - Hearing protection SABS 1451

- Wearing of short trousers/pants not allowed
- Life Jackets (All work carried out within 2 meters from the edge of quay wall)

21. TOOLS, MACHINERY AND EQUIPMENT

- 21.1 The Contractor shall ensure that all the tools, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Contractor hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.
- 21.3 All equipment such as cherry picker, vehicles shall be in good working order and compliant with legal requirements. Cleaning or repairing of equipment is not permitted in offices areas.
- 21.4 The Employer is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- 21.5 Safety harness to be worn, not safety belts when working on heights exceeding 3 meters.
- 21.6 All tools and equipment must be inspected by the Supervisor/Safety before used on site.
- 21.7 All equipment shall be stored in designated areas and not haphazardly.
- 21.8 The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.

22. NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 22.1 The Contractor hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment such as cherry picker, ladders, vehicles of the Employer unless the prior written consent of the Employer has been obtained, in which case the Contractor shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

23. TRANSPORT

- 23.1 The Contractor shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Contractor shall ensure that all drivers shall have relevant and valid driving licenses, PDP and the Contractor shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.2 In the event that any hazardous substances are to be transported on the premises, the Contractor shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

24. CLARIFICATION

- 24.1 In the event that the Contractor requires clarification of any of the terms or provisions of this Specification, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

25. DURATION OF SPECIFICATION

- 25.1 This Specification shall remain in force for the duration of the work to be performed by the Contractor and/or while any of the Mandatary's employees are present on the Employer's premises.

26. NON-COMPLIANCE WITH THE SPECIFICATION

- 26.1 If the Contractor/Supplier fails to comply with any provisions of this Specification, the Employer shall be entitled to give the Contractor/Supplier 7 (seven) days written notice to remedy such non-compliance and if the Contractor/Supplier fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Contractor/Supplier may have in law,

26.1.1 To claim immediate performance and/or payment of such obligations.

- 26.2 Should Contractor/Supplier continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

27. PERMITS AND LICENCES

- 27.1 Any activity that requires license permit or authorization from Transnet National Port Authority or any Government that is prescribed by legislative requirements must be obtained before the commencement of work. The permits issued by TNPA employee will need to be cancelled by TNPA employee. The contractor shall comply with the requirements of the permit, license or authorization at all times. These permits licenses and/or authorizations include but not limited to:

- ❖ Operating Cherry Picker
- ❖ Working at Heights
- ❖ Confine Spaces
- ❖ Use of cameras
- ❖ Electrical installation
- ❖ Hot work

28. WASTE MANAGEMENT

Waste may not be disposed of unless the disposal of that waste is authorised by law. The contractor must therefore ensure that all waste that is generated is handled, stored, transported and disposed of in accordance with the requirements of the applicable legislation / local authority.

No waste may be removed from the project site to a waste storage or disposal facility unless that facility has been approved for use by the nominated project management representative.

An adequate number of waste bins and skips must be provided by the contractor and suitable arrangements must be made to ensure that these bins and skips are emptied regularly.

Hazardous wastes must be kept separate from general wastes.

29. HEADINGS

The headings as contained in this Specification are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

30. SAFETY, HEALTH AND ENVIRONMENTAL FILE

Principal Contractor must, in terms of Construction Regulation 7(2) (b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document

The Health and Safety File will remain the property of TNPA and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to TNPA.



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

PART C4: SCOPE OF WORKS

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	2
Total number of pages		3



PART C4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part C4 of the contract for the location of Site Information.

1. Description of the Site and Its Surroundings

1.1. General Description

1.1.1 The area where the work is to be constructed is at Bayvue Area in the Port of Richards Bay. Access to the Port of Richards Bay and the work site is at the East security entrance and Bayvue security entrance, respectively. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility".

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

1.1.3 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Safety, Health, Environmental and Quality policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the *Contractor*. Prior arrangement must be made with the *Project Manager*.

1.2. Existing Plant Room and Machinery on the Site

1.2.1 The details of the facilities are indicated on the site layout in **Figure 1** below:



TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

CONTRACT NUMBER: TNPA/2023/06/0009/33293/RFQ

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND HANDOVER OF A 350KVA STANDBY DIESEL GENERATOR FOR THE BAYVUE AREA AT THE PORT OF RICHARDS BAY.

Figure 1: Site Layout

