

### **Transnet National Ports Authority**

an Operating Division of TRANSNET SOC LTD

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ)**

FOR THE PROVISION OF ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR AT THE PORT OF EAST LONDON FOR ONCE OFF PERIOD.

RFQ NUMBER : TNPA/2023/05/0024/30079/RFQ

ISSUE DATE : 25 May 2023

NON-COMPULSORY BRIEFING SESSION : 02 June 2023 at 12h00pm

**SITE VISIT FOR ASSESSMENT DATES** 

: 05 June 2023 to 09 June 2023

CLOSING DATE : 12 June 2023

CLOSING TIME : 15h00pm

TENDER VALIDITY PERIOD : 12 weeks from closing date



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Port of East London.



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### RFQ FOR THE PROVISION OF ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR AT THE PORT OF EAST LONDON

**SECTION 1: SBD1 FORM** 

### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A

DIVISION TRA	NSNET SOC LTD	,								
BID NUMBER:	TNPA/2023/05/0024/ 30079/RFQ	ISSUE DATE:	25 May 2023	CLOS DATE		12 June 2023	CLO TIM	SING F·	<b>15:00</b>	nm
DESCRIPTION	Provision of Assessment Motor at the Port of East	nt, Repairs, In								
<b>BID RESPONS</b>	E DOCUMENTS SUBMISS	ION								
EACH TENDER	RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):									
https://transnet	etenders.azurewebsites.net									
BIDDING PRO	CEDURE ENQUIRIES MA	Y BE DIRECTE	р то			NICAL E	NQU:	IRIES	MAY	BE
CONTACT PERSO	ON	Xolelwa Gwel	e		CONT	ACT PERSON				
TELEPHONE NU	MBER	N/A			TELEP	HONE NUMB	ER			
FACSIMILE NUM	IBER	N/A			FACSI	MILE NUMBE	R			
E-MAIL ADDRES		Xolelwa.gwele2	@transnet.	net	E-MAI	L ADDRESS				
SUPPLIER INF	ORMATION									
NAME OF BIDDE	ER .									
POSTAL ADDRES	SS									
STREET ADDRES	SS						,			
TELEPHONE NU	MBER	CODE				NUMBER				
CELLPHONE NUI	MBER						•			
FACSIMILE NUM	IBER	CODE			NUMBER					
E-MAIL ADDRES	S									
VAT REGISTRAT										
	PLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIEF DATABAS	R E	UNIQUE REGISTE REFEREI NUMBEE	RATION NCE R:	
B-BBEE STATUS CERTIFICATE	LEVEL VERIFICATION	TICK APPLI	_	No		E STATUS . SWORN AVIT		ick appl Yes	_	BOX]

	[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]						
1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	□Yes [IF YES ENCLOS	□No SE PROOF]	2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICE S /WORKS OFFERED?	☐Yes [IF YES, AN: QUESTIONA	□No SWER IRE BELOW
QUE	STIONNAIRE TO BIDDING FOREI	GN SUPPLIERS					
IS TH	HE ENTITY A RESIDENT OF THE REPU	BLIC OF SOUTH A	AFRICA (RSA)?				YES 🗌 NO
DOES	S THE ENTITY HAVE A BRANCH IN TH	E RSA?					YES 🗌 NO
DOES	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						
DOES	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						YES NO
IS TH	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.							

#### **PART B**

#### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

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

<b>NB: FAILURE TO PROVIDE /</b>	<b>OR COMPLY WITH</b>	<b>ANY OF THE ABOV</b>	E PARTICULARS MA	<b>AY RENDER</b>
THE BID INVALID.				

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
(Proof of authority must be submitted e.g. company reso	olution)
DATE:	



### **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	PROVISION OF ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR AT THE PORT OF EAST LONDON
	This Tender may be downloaded directly from the National Treasury
TENDER	eTender Publication Portal at <u>www.etenders.gov.za</u> and the Transnet
DOWNLOADING	website at https://transnetetenders.azurewebsites.net (please use
	Google Chrome to access Transnet link) FREE OF CHARGE.

	A Non-Compulsory Tender Clarification Meeting will be conducted on				
	Microsoft Teams on the <b>02<sup>nd</sup> June 2023</b> at <b>12h00 [12 O'clock in</b>				
	<b>the afternoon (pm)]</b> for a period of $\pm 2$ (two) hours. [Tenderers are				
	to login on the Microsoft Teams weblink at least 10 minutes before the commencement of clarification meeting].				
	The non-compulsory tender clarification virtual weblink is:				
	Click here to join the meeting				
NON-					
COMPULSORY	The Non-Compulsory Tender Clarification Meeting will start punctually,				
TENDER	and information will not be repeated for the benefit of Tenderers				
CLARIFICATION	arriving late.				
MEETING					
	An assessment of the site where the electric pump motor is located is not compulsory but encouraged. Pictures of the electric pump motor to be repaired and re-installed is provided as <b>Annexure A</b> to T1.2				
	Tender Data. The assessment can be any day during weekdays from				
	05 <sup>th</sup> June 2023 to 09 <sup>th</sup> June 2023 at 15h00.				
	Tenderers who wish to assess the Electric Pump Motor that will be				
	repaired can send an email to Xolelwa.gwele2@transnet.net listing the				

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Part T1: Tendering procedures T 1.1: Tender Notice and Invitation Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at

the Port of East London.



	date, company name and contact person/people who will come for the
	<ul> <li>Tenderers who wish to visit the site for assessment are required to wear safety shoes and visibility vests.</li> <li>Tenderers without the recommended safety shoes and visibility vests will not be allowed on the site visit.</li> <li>Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing.</li> <li>All forms of firearms are prohibited on Transnet properties and premises.</li> <li>The relevant persons attending the site visit must ensure that their identity documents, passports or drivers licenses are in the possession for inspection at the access control gates.</li> </ul>
CLOSING DATE	Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

#### 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 quotations 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

(<a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>);

- 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.

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation



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 goods and or services, 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 goods and/or services) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

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Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation



the Port of East London.



- 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 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12], [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - unduly high or unduly low tendered rates or amounts in the tender offer;
  - contract data of contract provided by the tenderer; or
  - the contents of the tender *returnables which are to be included in the contract.*
- **5.** Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

#### 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

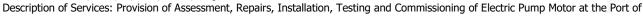
Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/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

Supplier	Number	and	Unique	registration	reference
number	(Tender Data)				

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

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

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation



TRANSNET

East London



#### **T1.2 TENDER DATA**

Tender Data CPM 2020 Rev 04

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.

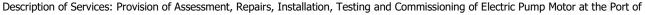
This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see <a href="https://www.cidb.org.za">www.cidb.org.za</a>).

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 Emp	ployer comprise:
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price Schedule
	Part C3: Scope of Services	C3.1 Services Information

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Fast London

C.1.4 The Employer's agent is:

> Name: Xolelwa Gwele

Address: 1 Hely Hutchinson road, Quigney East

London 5201

TRANSNET

E – mail Xolelwa.gwele2@transnet.net

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

### Stage One(a) - Eligibility in terms of the Valid Construction Industry **Development Board (CIDB) Registration Certificate:**

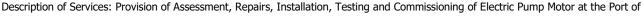
- a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of -1 EB 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 1 EB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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TRANSNET CONFIDENTIAL INFORMATION







### Stage One (b) Tenderers will be evaluated on being qualified to issue a Certificate of Compliance.

Tenderers are required to issue a Certificate of Compliance (COC) to ensure that post the re-installation of the Electric Pump Motor it has been tested and deemed safe. Whether it's a Company or Individual within the Organisation, a submission of a Registration Certificate from the Department of Employment and Labour is required.

### Stage One (c) Tenderers will be evaluated on being qualified as an Electrician to perform the required services.

Tenderers must submit a minimum of One (1) Electrician with Registration Certificate from Department of Employment and Labour and Trade Test Certificate.

Any tenderer that fails to meet the above two/three Stage One stipulated pre-qualifying criteria will be regarded as an unacceptable tender

### Stage Two (a) Tenderers will be evaluated on Company's Experience through Company profile.

Tenderers must have conducted electrical work on repairs and installation of Electric Pump Motor or Similar work with at least two (2) to five (5) electrical work indicated on Company's Profile.

### Stage Two (b) Tenderers will be evaluated on Curriculum Vitae's (CVs) of support staff such as General Workers or others

Tenderers must submit a minimum of Two (2) CVs for the support staff that will assist the qualified Electrician such as General Workers or Others.

### Stage Two (c) Tenderers will be evaluated on the Compliance of Road Rules through Driver's Licence

Tenderers must submit a minimum of One (1) valid Driver's Licence for the person who will transport the Electric Pump Motor from the pump room and return back the Electric Pump Motor in good condition. The Driver's Licence can be one of key role players on site or support staff.

Failure to submit the three above stated documents on Stage Two <u>may</u> result in your quotation been disqualified.

Tender Data CPM 2020 Rev 04 Page 3 of 7 Part 1: Tendering Procedures T1.2: Tender Data



### Stage Three - Eligibility in terms of 80/20 Preference Point System

Tenderers will be evaluated on price and B-BBEE status level. The 80/20 preference point system is for requirements with a Rand value of up to R50 000 000 (all applicable taxes included). The list of technical returnable is outlined on T2.1.

### Stage Four – Negotiations

Negotiations will be conducted with all Tenderers for cost effective (market related) services required.

Any Tenderer's Offer that is not cost effective will be regarded as an unacceptable tender offer.

### **Stage Five- Award of Business**

The award of business will be at a Tenderer's level with any Tenderers that are compliant to the tender requirements stipulated on Stage One to Stage Three. The recommended Tenderer will be ranked the highest scoring Tenderer using the Preference point system.

Immediately after approval to award the contract has been received, the successful or preferred Tenderer will be informed of acceptance of Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Tenderer.

- C.2.7 The non-compulsory clarification meeting information is as stated in the Tender Notice and Invitation to Tender.
- 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 C2.15.1 offer are as follows:

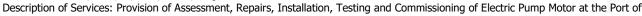
Identification details:

The tender documents must be uploaded with:

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

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Part 1: Tendering Procedures T1.2: Tender Data



East London

Documents must be marked for the attention of:

TRANSNET

Employer's Agent: Xolelwa Gwele

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: 15h00pm on the 12 June 2023

Location: The Transnet e-Tender Submission Portal:

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

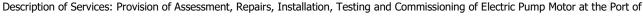
### **NO LATE TENDERS WILL BE ACCEPTED**

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

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

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T1.2: Tender Data



East London



C.3.11. Only qualifying tenders will be evaluated further in accordance with the 80/20 preference points systems:

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 B-BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

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

### 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,
- 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,

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- 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
- 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).

the Port of East London.



### ANNEXURE A: PICTURES OF THE ELECTRIC PUMP MOTOR TO BE ASSESSED AND REPAIRED







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

### 2.1.1. Stage One: These certificates are required for pre-qualification and eligibility purposes:

- T2.2-01 (a) Evaluation Schedule: Proof of CIDB registration grade 1 EB or Higher Grade or Application
- T2.2-01 (b) Evaluation Schedule: Registration Certificate from Department of Employment and Labour to issue a Certificate of Compliance
- T2.2-01 (c) Evaluation Schedule: Registration Certificate from Department of Employment and Labour as a registered Electrician

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

### 2.1.2. Stage Two: These schedules are required as Essential Returnable Documents:

T2.2-02 (a)	Evaluation	Schodulo:	Curriculum	Vitage for c	unnort ctaff t	to the Electrician
12.2-02 (a)	Evaluation	ochequie.	Curricululli	VILAES FOLS	ubbort Starr t	o une cieculcian

- T2.2-02 (b) Evaluation Schedule: Valid Driver's Licence
- T2.2-02 (c) Evaluation Schedule: Company Profile

Failure to submit the above stated documents <u>may</u> result in quotation been disqualified.

### 2.1.3. Stage Three These schedules will be utilised for evaluation purposes:

- T2.2-03 Evaluation Schedule: Valid B-BBEE Certificate or Sworn or DTIC Affidavit
- T2.2-04 Evaluation Schedule: Pricing Schedule

#### 2.1.4. General Returnable Schedules

T2.2-05	Authority to submit a tender
T2.2-06	Letter of Good Standing/COIDA
T2.2-07	Valid Tax Clearance Certificate OR TCS PIN
T2.2-08	Proof of registration on the Central Supplier Database
T2.2-09	A minimum 12-month guarantee on all repair and installation work from date of take over
T2.2-10	Certified copy of signed joint venture agreement (where applicable)

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

T2.2-11	Compulsory Enterprise Questionnaire
T2.2-12	RFQ – Breach of Law
T2.2-13	Non-Disclosure Agreement

TRANSNET

TRANSNET CONFIDENTIAL INFORMATION

Transnet National Ports Authority – Port of East London

Tender No.: TNPA/2023/05/0024/30079/RFQ



London.

T2.2-14 Certificate of Acquaintance with Tender Document
T2.2-15 Service Provider Integrity Pact
T2.2-16 Supplier Code of Conduct
T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

- 2.2 C1.1 Offer portion of Form of Offer & Acceptance
- 2.3 C1.2 Contract Data
- 2.4 C2.1 Pricing Instructions
- 2.5 C2.2 Price Schedule

TRANSNET

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the

Port of East London.



# T2.2-01(a): Proof of CIDB Registration or Application which makes a bidder capable of being registered prior to the evaluation of submissions

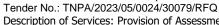
Please indicate the subm	ission:	
Registration Certificate	Yes	No
Application	Yes	No

Signed	Date
Name	Position
Tenderer	

CPM 2020 Rev 01

Part T2: Returnable Schedules T2.2-01(a): Proof of CIDB Registration

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of East London.





### T2.2-01(b): Registration Certificate from **Department Employment and Labour to issue a Certificate of Compliance** (COC)

|--|

Signed	Date	
Name	Position	
Tenderer		

Description of the Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of East London.



### T2.2-01(c): Registration Certificate from Department of Employment and Labour for an Electrician

Please indicate the submission:	Yes	No 🗀	

Signed	Date
Name	Position
Tenderer	

Description of the Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at

the Port of East London.

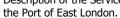


T2.2-02(a): Curriculur	n Vitaes for Support Staff
------------------------	----------------------------

Please indicate the submission:	Yes	No 🗀	

Signed	Date	
Name	Position	
Tenderer		

Description of the Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at





T2.2-02(	b):	<b>Driver's</b>	Licence
----------	-----	-----------------	---------

Please indicate the submission:	Yes	No C

Signed	Dat	e
Name	Pos	ition
Tenderer		

Description of the Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at

the Port of East London.



T2.2-02	(c):	<b>Company</b>	<b>Profile</b>
---------	------	----------------	----------------

Please indicate the submission:	Yes	No C

Signed	Date	
Name	Position	
Tenderer		

CPM 2020 Rev 01

Part T2: Returnable Schedules Page 1 of 1 T2.2-02 (c): Company Experience



### T2.2-03: Valid B-BBEE Certificate or a Sworn or DTIC affidavit

Please indicate the submission:	Yes	No 🗀

Signed	Date	
Name	Position	
Tenderer		

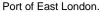
Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at Port of East London.



### T2.2-04: Pricing Schedule

The pricing schedule to be completed	by Tenderers is schedule C2 SC	3
Please indicate the submission: Y	es No No	
Cinnad	Dele	
Signed	Date	
Name	Position	
Tenderer		

A. Certificate for Company





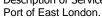
### T2.2-05: Authority to submit a Tender

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

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

I,	chairperson o	of the board of directors
	, here	by 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 off	er and any c	ontract resulting from it on behalf of
the company.		
Signed	Date	
Name	Position	Chairman of the Board of Directors

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at





B. Certificate for Partnership	
We, the undersigned, being the <b>key partners</b> in the busin	ness 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

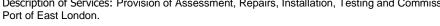
NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

signatories of all the partners to the Joint Venture.

Tender No.: TNPA/2023/05/0024/30079/RFQ

C. Certificate for Joint Venture

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pul



TRANSNET	
mp Motor at	

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		

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

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pum Port of East London.

TRANSNET	•
np Motor at	

D. Certificate for Sole Proprietor		
Ι,	, hereby cor	nfirm that I am the sole owner of the
business trading as		
Signed	Date	
Name	Position	Sole Proprietor





### T2.2-06 Letter/s of Good Standing/COIDA with the Workmen's **Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing/COIDA.			
1.			
2.			
3.			
4.			
Name of Company/Members of Joint Venture:			

CPM 2020 Rev 01 Part T2: Returnable Schedules Page 1 of 1 T2.2-06: Letter of Good Standing

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at

Port of East London.



### T2.2-07: Valid Tax Clearance Certificate OR TCS PIN

Please indicate the submission:	Yes	No 🗀

Signed	Date	
Name	Position	
Tenderer		



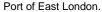
### **T2.2-08: Proof of registration on the Central Supplier Database**

Please indicate the submission:	Yes	No	

Signed	Date	
Name	Position	
Tenderer	 	

CPM 2020 Rev 01

Part T2: Returnable Schedules T2.2-08: Central Supplier Database





## T2.2-09: A minimum 12-month guarantee on all Repairs and Installation work

Please indica	ate the submission:	Yes	No		
				I	
Signed			Date		
Name			Position		

Tenderer



\_\_\_\_\_

# T2.2-10: Certified copy of signed joint venture agreement

# (Where applicable)

Please indicate the submission:	Yes	No 🗀	

Signed	Date	
Name	Position	
Tenderer	 	

Port of East London.



# **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.

Soction 1	Name of onto	aumuico.			
Section 1:		erprise:			_
Section 2:		ion number, if any:			
Section 3:	_	ation number, if any:			_
Section 4:	CSD number:				
Section 5:	Particulars of	f sole proprietors and partr	ners in partnersl	nips	
Name		Identity number	Personal number	income	tax
partners	,	orietor or partnership and atta		e if more th	nan 3
Section 6:	Particulars of	f companies and close corp	orations		
Company reg	jistration numbe	r			_
Close corpora	ation number				_
Tax reference	e number:				_
	The attached S requirement.	BD4 must be completed fo	r each tender an	d be attac	hed

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

Port of East London.



ort of East London.

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

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

Signed	Date	
Name	Position	
Enterprise name		



## **SBD 6.1**

## PREFERENCE POINTS CLAIM FORM

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

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

## 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

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



# 2. **DEFINITIONS**

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

# 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

$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$



# Where

Ps Points scored for comparative price of bid under consideration

Pt Comparative price of bid under consideration

Comparative price of lowest acceptable bid Pmin

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit		
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.]		
EME <sup>1</sup>	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		

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

Port of East London.



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

# 5. BID DECLARATION

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

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

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

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

# 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	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.

Port of East London.




	(Tick applicable box)					
	YES NO					
0						
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					
	<ul><li>□ Close corporation</li><li>□ Company</li></ul>					
	□ (Pty) Limited					
	[TICK APPLICABLE BOX]					
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES					
8.6	COMPANY CLASSIFICATION					
	□ Manufacturer					
	□ Supplier					
	☐ Professional Supplier/Service provider ☐ Other Suppliers/Service providers, e.g. transporter, etc.					
8.7	<ul> <li>Other Suppliers/Service providers, e.g. transporter, etc.</li> <li>Total number of years the company/firm has been in business:</li> </ul>					
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of th					
-	company/firm, certify that the points claimed, based on the B-BBE status level o					
	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:

Port of East London.



- 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.

SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

Port of East London.



# **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

2.2

- 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 State institution

	is employed by the procuring institution? <b>YES/NO</b>
2.2.1	If so, furnish particulars:

Do you, or any person connected with the bidder, have a relationship with any person who

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



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2.3 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.
- 3.5 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.

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

Transnet National Ports Authority - Port of East London Tender No.: TNPA/2023/05/0024/30079/RFQ

Description of Services: Provision of Assessment, Repairs, Install, Testing and Commissioning of Electric Pump Motor at the

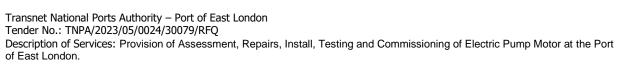




I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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: REQUEST FOR QUOTATION – BREACH OF LAW
NAME OF COMPANY:
I / We do hereby certify that <i>I/we have/have not been</i> found guilty during the preceding 5 (five) years of a
certify that <i>I/we have/have not been</i> 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

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Part T2: Returnable Schedules T2.2-12: RFQ - Breach of Law

Transnet National Ports Authority – Port of East London

Tender No.: TNPA/2023/05/0024/30079/RFQ

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London.

# **T2.2-13 NON-DISCLOSURE AGREEMENT**

Part T2: Returnable Schedules

TRANSNET

CPM 2020 Rev 02 Page 1 of 7 T2.2-13: Non-Disclosure Agreement

Tender No.: TNPA/2023/05/0024/30079/RFQ

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the

Port of East London.



# **WHEREAS**

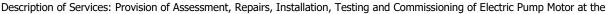
Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that 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:

**Agents** mean directors, officers, employees, agents, professional advisers, contractors or subcontractors, or any Group member;



Port of East London.

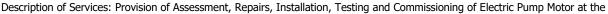


- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- Confidential Information means any information or other data relating to one party [the Disclosing Party] 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:
- 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.

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Port of East London.



- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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Port of East London.



2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

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

- 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.

#### **ANNOUNCEMENTS** 4.

- 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.

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Port of East London.



# 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.

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Transnet National Ports Authority – Port of East London
Tender No.: TNPA/2023/05/0024/30079/RFQ

TRANSNET

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of East London.

Signed		Date	
	 	<del></del>	
Name		Position	
Tondovov	 		
Tenderer			



# **T2.2-14 Certificate of Acquaintance with Tender Documents**

# NAME OF TENDERING ENTITY:

- By signing this certificate, I/we acknowledge that I/we have made myself/ourselves 1. 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;
  - could potentially submit a Tender in response to this Tender invitation, based on b) their qualifications, abilities or experience; and
  - provides the same Services as the Tenderer and/or is in the same line of business c) 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:

Tender No.: TNPA/2023/05/0024/30079/RFQ

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TRANSNET

- 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
	<del>_</del>
SIGNATURE OF TENDERER	



# **T2.2-15 Service Provider Integrity Pact**

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

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

# **INTEGRITY PACT**

Between

# TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



**PREAMBLE** 

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

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

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

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

## 1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - 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,

or indirectly in the registration or tendering process.



the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly

- 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; responsibility; and



- Principle 8: undertake initiatives to promote greater environmental
  - 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

- For the purposes of that Certificate in relation to any submitted Tender, the 4.1 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;
  - could potentially submit a Tender in response to this Tender invitation, b) based on their qualifications, abilities or experience; and
  - provides the same Goods and Services as the Tenderer and/or is in the same c) line of business as the Tenderer.
- 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;
  - geographical area where Goods or Services will be rendered [market b) allocation];
  - methods, factors or formulas used to calculate prices; c)
  - the intention or decision to submit or not to submit, a Tender; d)
  - the submission of a Tender which does not meet the specifications and e) 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)



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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;
- Recover all sums already paid by Transnet;
- Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor;
   and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.



# 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
  - Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

# 10 DISPUTE RESOLUTION

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



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

- a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- 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.



		TRANS	SNE	
ransnet National Port Authority – Port of East London ender No.: TNPA/2023/05/0024/30079/RFQ	Y			
Description of Goods: Provision of Assessment, Repairs, Install, Testing and Commissioning of Electric Pump Motor at Port of ast London.	of			

Iduly authorised by the tendering entity, hereby certify that the tendering entity are <b>fully acquainted</b> with the contents of the Integrity Pact and further <b>agree to abide by it</b> in full.
Signature



# **T2.2-16: 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.

Description of Services : Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the

Port of East London.

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#### **Conflicts of Interest**

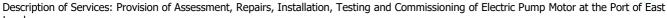
A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- 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.

of

-	rity Reso			-	(insert n	ame of Company)	
hereby ack	nowledge	having re	ad, under	stood and	agree to the	terms and condit	ions set out in
the "Transı	net Supplie	er Code of	f Conduct.	"			
Signed	this	on	day				at
 Signature			-				





# T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

#### 1. PREAMBLE AND INTRODUCTION

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

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

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TRANSNET

consent from Transnet.

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

TRANSNEL

- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

TRANSNET

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

## 3. SOLE AGREEMENT

Signed at

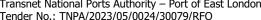
3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

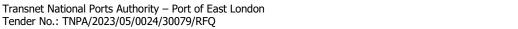
day of

on this

	,
Name:	
Title:	
Signature:	
XXXXX (Pty) Ltd	
(Operator)	
Authorised signatory for and on behalf	Xxxx (Pty) Ltd who warrants that he/she is duly authorised to sign
this Agreement.	
AS WITNESSES:	
1. Name:	Signature:
2. Name:	Signature:

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Page 3 of 3 T2.2-17: Agreement in terms of







**TRANSNEF** 

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of East London

# 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:

### PROVISION OF ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR AT THE PORT OF EAST LONDON.

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

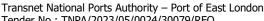
This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed,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

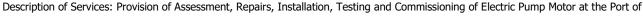
Signature(s)	
Name(s)	
Capacity	



Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

For the tenderer:			
	(Insert name and address of organisation)		
Name & signature of witness		Date	
Tenderer's CID	B registration number:		





East London

#### **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 Services: Service Information

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

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

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

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

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

Signature(s)	
Name(s)	
Capacity	

TRANSNER

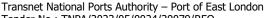


Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London

for the Employer			
	(Insert name and address of organisation)		
Name &			
signature of		Date	
Name & signature of witness			

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TRANSNER

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London

#### **Schedule of Deviations**

#### Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the Employer
Signature		
Name		
Capacity		

TRANSNET	

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

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



TRANSNET

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London

# C1.2 Contract Data

# Part one - Data provided by the *Employer*

Clause	Statement	Data		
1	General			
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:			
		A:	Priced contract with price list	
	dispute resolution Option	W1:	Dispute resolution procedure	
	and secondary Options			
		Z:	Additional conditions of contract	
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)			
10.1	The <i>Employer</i> is: <b>Transnet SOC L</b> ( <b>Reg no. 1990</b>		net SOC Ltd no. 1990/000900/30)	
	Address	Transnet National Ports Authority Port of East London Ganteaume Crescent Quigney East London 5201		
	Having elected its Contractual Address for the purposes of this contract as:			
10.1	The Service Manager is (name):	Sipho	okazi Mpetshwa-Masondo	
	Address	Port (	onet National Ports Authority (TNPA) Of East London Onet EMD Building Or Zahn and Pantoon RD,	

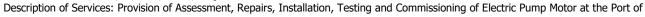
**East London** 

5201



Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

	e-mail	Siphokazi.Mpetshwa@transnet.net
11.2(2)	The Affected Property is	Tanker Berth Building in the Port of East London
11.2(13)	The <i>service</i> is	ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR.
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	The Scope of Services
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 language of this contract is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor'</i> s main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 July 2023
30.1	The service period is	30 days from date of Purchase Order.
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .
5	Payment	
50.1	The assessment interval is	25 <sup>th</sup> (twenty fifth) day of each successive month.
51.1	The currency of this contract is the	South African Rand.
51.2	The period within which payments are	Payment will be effected on or before the last
	made is	day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	made is  The <i>interest rate</i> is	which a valid Tax Invoice and Statement



<ul><li>7 Use of Equipment Plant and Materials</li></ul>		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>Employers</i> risks	No addition risk for this item
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	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:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	



Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

W1.1	The <i>Adjudicator</i> is (Name)	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 Adjudicator nominating body is:			
	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 arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	East London		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)		
12	Data for secondary Option clauses			
		0.15 Non- adjustable		
X2	Changes in the law	No additional data is required for this Option		
<b>X4</b>	Parent company guarantee	No additional data is required for this Option		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.		



Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

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 the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	2 years after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	After all defects have been concluded
Z	Additional conditions of contract	
<b>Z1</b>	Obligations in respect of Termination	
Z1.1		The following will be included under core clause 91.1:
		In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and
		Under the second main bullet, insert the following additional bullets after the last sub-bullet:  • commenced business rescue proceedings (R22)  • repudiated this Contract (R23)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 $-$ R21" to "A reason other than R1 $-$ R23"
Z1.3		Amend "R1 - R15 or R18" to "R1 - R15, R18, R22 or R23."
<b>Z2</b>	Right Reserved by Transnet to Conduct Vetting through SSA	



Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:		
		<ol> <li>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> </ol>		
		<ol> <li>Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> </ol>		
		<ol> <li>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>		
<b>Z3</b>	Additional clause relating to Collusion in the Construction Industry			
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.		
<b>Z4</b>	Protection of Personal Information Act			
Z4.1		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		

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London

# C1.2 Contract Data

# Part two - Data provided by the Contractor

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

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

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

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump Motor at the Port of

East London

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

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



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## **PART C2: PRICING DATA**

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

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#### 1.1 The *conditions of contract*

11

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

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

Identified and defined terms

- (17) The Price for Services Provided to Date is the total of 11.2
  - the Price for each lump sum item in the Price List which the *Contractor* has completed and

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- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- (19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

#### 1.3 **Measurement and Payment**

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- 1.3.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- The Prices are obtained from the Price List. The Prices includes for all direct and indirect 1.3.5 costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



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# C2.2 PRICE LIST

# PRICE LIST—BIDDERS TO ADD THE DETAIL PRICING SCHEDULE THAT ILLUSTRATE THE BREAKDOWN OF THE LUMPSUMS

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PRELIMINARY AND GENERAL		_		
Site Requirements				
Tools & equipment, Plant, etc	Sum	1		
Safety and Environmental Requirements				
Provision of Personal Protective Equipment (PPE) and Safety File, Disposal of general waste	Sum	1		
Total P & Gs				•
ASSESS, REPAIR, INSTALL, TEST AND COMMISSIONING OF ELECTRIC PUMP MOTOR				
Removal and disconnecting of existing electric motor at Tanker berth pump room	Sum	1		
Transportation of existing electric motor from Tanker berth pump room to Service Provider's workshop and return of motor to Tanker berth Pump room	Sum	1		
Assess and Repair of motor as per the scope of services including all the necessary cabling requirements, equipment and materials etc.	Sum	1		
Installation of motor and integration to electric Pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.	Sum	1		
Testing and commissioning of electric pump system as per the scope of services.	Sum	1		
Certificate of Compliance	Sum	1		
Total of Direct Cost -B				
Sub-total A+B				
Add 15% VAT (IF APPLICABLE)				
TOTAL PRICE				
	PRELIMINARY AND GENERAL  Site Requirements  Tools & equipment, Plant, etc  Safety and Environmental Requirements  Provision of Personal Protective Equipment (PPE) and Safety File, Disposal of general waste  Total P & Gs  ASSESS, REPAIR, INSTALL, TEST AND COMMISSIONING OF ELECTRIC PUMP MOTOR  Removal and disconnecting of existing electric motor at Tanker berth pump room  Transportation of existing electric motor from Tanker berth pump room to Service Provider's workshop and return of motor to Tanker berth Pump room  Assess and Repair of motor as per the scope of services including all the necessary cabling requirements, equipment and materials etc.  Installation of motor and integration to electric Pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services.  Certificate of Compliance  Total of Direct Cost -B  Sub-total A+B  Add 15% VAT (IF APPLICABLE)	PRELIMINARY AND GENERAL  Site Requirements  Tools & equipment, Plant, etc  Safety and Environmental Requirements  Provision of Personal Protective Equipment (PPE) and Safety File, Disposal of general waste  Total P & Gs  ASSESS, REPAIR, INSTALL, TEST AND COMMISSIONING OF ELECTRIC PUMP MOTOR  Removal and disconnecting of existing electric motor at Tanker berth pump room  Transportation of existing electric motor from Tanker berth pump room to Service Provider's workshop and return of motor to Tanker berth Pump room  Assess and Repair of motor as per the scope of services including all the necessary cabling requirements, equipment and materials etc.  Installation of motor and integration to electric Pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services.  Certificate of Compliance  Total of Direct Cost -B  Sub-total A+B  Add 15% VAT (IF APPLICABLE)	DESCRIPTION PRELIMINARY AND GENERAL Site Requirements  Tools & equipment, Plant, etc Sum 1  Safety and Environmental Requirements Provision of Personal Protective Equipment (PPE) and Safety File, Disposal of general waste  Total P & Gs  ASSESS, REPAIR, INSTALL, TEST AND COMMISSIONING OF ELECTRIC PUMP MOTOR  Removal and disconnecting of existing electric motor at Tanker berth pump room  Transportation of existing electric motor from Tanker berth pump room to Service Provider's workshop and return of motor to Tanker berth Pump room  Assess and Repair of motor as per the scope of services including all the necessary cabling requirements, equipment and materials etc.  Installation of motor and integration to electric Pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services.  Certificate of Compliance  Sum 1  Total of Direct Cost -B  Sub-total A+B  Add 15% VAT (IF APPLICABLE)	DESCRIPTION PRELIMINARY AND GENERAL Site Requirements Tools & equipment, Plant, etc Sum 1  Safety and Environmental Requirements Provision of Personal Protective Equipment (PPE) and Safety File, Disposal of general waste  Total P & Gs  ASSESS, REPAIR, INSTALL, TEST AND COMMISSIONING OF ELECTRIC PUMP MOTOR  Removal and disconnecting of existing electric motor at Tanker berth pump room  Transportation of existing electric motor from Tanker berth pump room to Service Provider's workshop and return of motor to Tanker berth Pump room  Assess and Repair of motor as per the scope of services including all the necessary cabling requirements, equipment and materials etc.  Installation of motor and integration to electric Pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services including all the necessary cabling requirements, equipment, and materials etc.  Testing and commissioning of electric pump system as per the scope of services.  Certificate of Compliance  Sum 1  Total of Direct Cost -B  Sub-total A+B  Add 15% VAT (IF APPLICABLE)

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# **PART C3: SERVICE INFORMATION**

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	Total number of pages	6	

Contract PAGE 1

Part C3: Service Information

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump

Motor at the Port of East London



#### **C3.1 SERVICE INFORMATION**

#### 1. LOCATION OF SERVICES

- The Service is located in the Port of East London, at Tanker Berth Pump room.
- The area is access controlled and all security and safety protocols must be adhered to.

# 1.1 DESCRIPTION OF THE SERVICE: FOR THE PROVISION OF ASSESSMENT, REPAIRS, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRIC PUMP MOTOR AT THE PORT OF EAST LONDON

#### 2. SPECIFICATION OF ELECTRIC PUMP MOTOR AND SCOPE OF SERVICES

#### 2.1 Standards and specifications

The work must be carried out strictly in accordance with:

#### 2.1.1 Standards adherence

The Tenderer must be aware that the following standards are to be adhered to, should the tenderer be the successful bidder.

#### 2.1.1.1 Relevant standards sans standards

- SANS 474 (Latest): Code of practice for electricity metering.
- SANS 10111 (Latest): Engineering drawing.
- SANS 1804-1 Induction motors Part 1: IEC requirements
- SANS 1804-2 Induction motors Part 2: LV 3-phase standard motors
- SANS 60034-1 Rotating electrical machines Rating and performance
- SANS 60034-2-1 Standard methods for determining losses & efficiency from tests
- SANS 60034-30 Efficiency classes of single-speed, three-phase, cage-induction motors (IE-code)
- SANS 60034-5 Rotating electrical machines Part 5: Degrees of protection Provided by the integral design of rotating electrical machines (IP code) – Classification
- SANS 60034-14 Rotating electrical machines Part 14: Mechanical vibration of certain machines with shaft heights 56 mm and higher. Measurement, evaluation, and limits of vibration severity
- SANS 60034-7 Rotating electrical machines Part 7: Classification types of construction, mounting arrangements, terminal box position
- SANS 60034-6 Rotating electrical machines Part 6: Methods of cooling
- SANS 10142 (Latest): The wiring of premises
- SANS 60529 (Latest): Enclosures for Electrical Equipment Classified by IP Code

#### 2.1.1.2 ISO Standards

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

Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump

Motor at the Port of East London



#### 2.2 Motor-Name-Plate Information

#### 2.2.1. Existing motor name-plate information

Item	Details
3 phase, 800HP	
Frame	6806/7/8T
voltage	3.3KV
Current	126
Speed	1490
NOM EFF	96.3
Ambient temperature	40 °C
ENCL	TEFC
Ins. CL	F
Frequency	50Hz
S.F	1.00
Power factor	0.85
Weight	8832Lbs
Model	Z08004HGF102214

#### 2.2.2. Scope of Services

- The Tenderer o disconnect and remove existing motor including all the accessories from the Pump room.
- The Tenderer to transport the motor from the pump room and return back the motor in good condition.
- The Tenderer will be responsible for repairing the motor and ensure it is protected as per the SANS standards and regulations.
- The motor to be installed, integrated with the electric pump system, test and commission the electric pump system.
- The Tenderer 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.

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Description of Services: Provision of Assessment, Repairs, Installation, Testing and Commissioning of Electric Pump

Motor at the Port of East London



#### **2.2.3. GENERAL**

- The Tenderer shall be responsible for numbering and marking of all cables, wiring and equipment.
- Only trained personnel shall carry out Lower Voltage (LV) or Higher Voltage (HV) joints and terminations.
- Joints and terminations shall be completed as per manufacturer's recommended procedure.
- Enclosures exposed to weather conditions shall have an IP65 rating.

#### 3. ACCESS TO THE AFFECTED PROPERTY

- The area where the works or the motor to be repaired is within the Port of East London Boundary. Access to the Port of East London and works site is Pump room at Tanker Berth, see annexure A. Access must be subject to the National Ports Authority security requirements and regulations, which should be obtained for all Contractors' personnel at CRD building security building.
- The Contractor personnel will be required to have Identity documents or driver's licence
  whenever they access the Site and ensure that the PPE in the form of Safety boots,
  overalls during removal and installation, reflector vest and hard hats are always
  clothed.
- Normal working hours at the Port of East London are from 07:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety 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 Supplier. Prior arrangement must be made with the Purchaser.

# 4. TESTS AND INSPECTIONS BEFORE AND DURING THE PROVISION OF THE SERVICE AS PER SERVICE INFORMATION

#### 4.1 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

The work to be done by the Completion Date stipulated:

- On or before the Completion Date the Contractor shall have done everything required
  to provide the works including the work listed as per the scope of work 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 pump set shall run for at least one hour (i.e., connected to load).

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Motor at the Port of East London



- The Employer cannot certify completion until all the work listed on the scope of work has been done and is also free of defects, which would have, in his/her opinion, prevented the Employer from using the works and others from doing their work.
- All remedial work regarding the closing of holes and making right any areas affected by the works will be done by the Contractor and approved by the Civil Supervisor before sign-off for the works.

**Table 3: Works' completion** 

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

Start-up procedures required to put the works into operation:

 The Tenderer shall be responsible to ensure that the entire electrical installation is in a safe working condition such that electric pump system is ready for immediate use by employees.

#### 4.2 Take over procedures

- The Tenderer 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 TNPA electrical
  Personnel then only take over will happen for that electric pump system covered by
  this scope.
- The bidder shall supply certificate of compliance, handover document.

#### 4.3 Guarantee

 A minimum of at least 1-year guarantee shall be provided on all repair and installation work from date of take over or as per the Original Equipment Manufacturers (OEM) supplier.

#### 5 SERVICE:

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

5.1.1 Affected Property entry and security control, permits, and Affected Property regulations

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

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Motor at the Port of East London



- 5.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:
  - 5.1.2.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
  - 5.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.
  - 5.1.2.3 The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of Transnet National Ports Authority to this end, access routes are allocated and coordinated by the Service Manager.
  - 5.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.
  - 5.1.2.5 All *Contractor's* staff and labour working within, complies with Transnet National Ports Authority (TNPA) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).
  - 5.1.2.6 People restrictions on Affected Property; hours of work, conduct and records:

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

#### **6 HEALTH AND SAFETY INFORMATION**

#### 6.1 Safety

The successful Tenderer shall:

- Accept his obligation to complying fully with the Act
- Provide a written Health and Safety plan as per TNPA's requirements.
- Keep a safety file at all times.
- Provide proof of induction before the commencement of the work.
- Keep a site diary and instruction book.

#### 7 ENVIRONMENTAL RESPONSIBILITY.

The successful Tenderer shall

• Separate hazardous or non-hazardous waste and where practical, waste for recycling prior to disposing thereof.

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Motor at the Port of East London



- Undertake to minimize the amount of waste generated or released, whether it is hazardous or non-hazardous waste, as far as possible to reduce the impact on the Environment.
- Undertake to dispose of all waste generated, albeit hazardous or non-hazardous waste in a responsible manner.

#### **8 PROJECT MANAGEMENT**

The Tenderer shall provide a project plan including at least the following.

- Project phases.
- Time schedule.
- Responsibilities by the supplier and client.

#### 9 PROCUREMENT

#### 9.1 The Contractor's Invoices

#### 9.1.1 The invoice states the following:

- Invoice addressed to Transnet SOC Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The Contractor's VAT Number; and

#### 9.1.2 The invoice contains the supporting detail:

A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.

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# **PART C4: SITE INFORMATION**

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#### **PART 4: 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 4 of the contract for the location of Site Information.

#### 1. Description of the Site and its surroundings

#### 1.1. General description

The area where the *works* or the motor to be repaired is within the Port of East London Boundary. Access to the Port of East London and *works* site is Pump room at Tanker Berth, see annexure A. Access must be subject to the National Ports Authority security requirements and regulations, which should be obtained for all Contractors' personnel at CRD building security building.

The *Contractor* personnel will be required to have Identity documents or driver's licence whenever they access the Site and ensure that the PPE in the form of Safety boots, overalls during removal and installation, reflector vest and hard hats are always clothed.

Normal working hours at the Port of East London are from 07:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety 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 *Supplier*. Prior arrangement must be made with the *Purchaser*.

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

The other existing pump system on site is the Diesel Pump system, however the *Contractor* will not work on the diesel pump system.

The project scope does not involve construction, but the decommission, repair, installation, recommissioning and testing of electrical motor, and integrate to electrical pump system at Tanker Berth as per the Scope of Work.

#### 1.3. Subsoil information

N/A

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#### 1.4. Hidden services

The *Contractor* is to apply care not to damage existing services during decommissioning, repair, installation, testing and commissioning of electrical pump motor. See project specification for further requirements.

## 1.5. Other reports and publicly available information

The *Contractor* will have to notify TNPA in advance before the start of the *Works* as Tanker Berth is an operational area where Vessels are loading oil. No other works is required at Tanker Berth when the Vessel operation is in progress.

#### **ANNEXURE A1**

**Pump Room: Tanker Berth** 





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