

Tender Number: ICLM PE 847 TPT

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months



Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFQ)

FOR THE: Provision of plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

iCLM NUMBER	: ICLM PE 847 TPT
ISSUE DATE	: 20 August 2026
CLOSING DATE	: 04 September 2026
CLOSING TIME	: 16:00
COMPULSORY BRIEFING	: 27 August 2026
Briefing Time	: 11:00 AM
TENDER VALIDITY PERIOD	: 12 Weeks from Closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at the SCM Boardroom, 2nd Floor, NRE Building, Green Street, Port of Port Elizabeth on the 27 August 2026 at 11:00am [11 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Tenderers are to note: • Tenderers are required to have their own Personal Protective Equipment (hard hat, high visibility vest and safety shoes/boots)]. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.
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	Certificate of Attendance in the form set out in the Returnable Schedule T2.2-00 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-00 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16:00 on 04 September 2026 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. <i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i>

2. TENDER SUBMISSION

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

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

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

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

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-14, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



T1.2 TENDER DATA

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

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

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

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

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

C2.2 Pricing Schedule

Part C3: Scope of work

C3.1 Service information

Part C4: Site information

C4.1 Site information

C.1.4 The Employer's agent is:

Controlling Administrator

Name:

Sabelo Swapi

Address:

Transnet Port Terminal, SCM Boardroom, 2nd Floor, NRE Building, Green Street, Port of Port Elizabeth

Tel No.

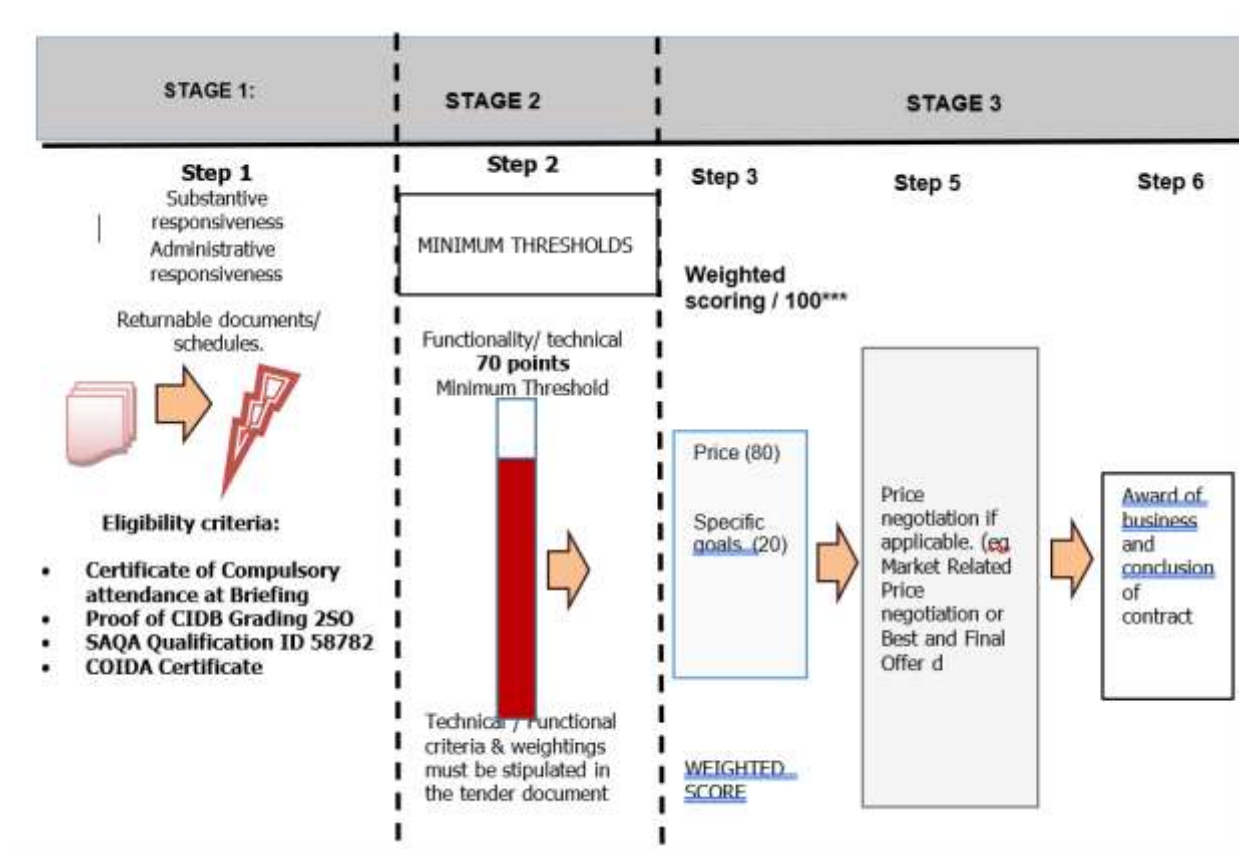
041 816 9663

E – mail

Sabelo.Swapi@transet.net

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

EVALUATION METHODOLOGY Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:





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

T2.2-00: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

T2.2-01: Eligibility in terms of the Construction Industry Development Board: CIDB Grading 2SO is required

**T2.2-02: Eligibility in terms of SAQA QUALIFICATION:
ID 58782 OCCUPATIONAL CERTIFICATE IN PLUMBING**

**T2.2-03: Eligibility in terms of COIDA Certificate:
(Letter of Good Standing)**

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 **2 SO** 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 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



2. Stage Two - Functionality:

Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

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

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

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

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-00 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

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

Documents must be marked for the attention of:
Employer's Agent: Sabelo Swapi



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: **16:00pm** on the **04 September 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);
Closing Time: 16h00 on the 04 September 2026
NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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

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

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

Functionality Criteria

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



Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
Experience of Plumbing Supervisor T2.2-04 Submit CV of a supervisor who has vast experience in plumbing services for Three (3) years or more experience	Proof of 3 years or more Proof of Experience 2 years Proof of experience 1 and less than a year= 0 Points	=35 points =18 points = 0 Points	35
Experience of Company T2.2-05 Submit Traceable references of plumbing services in the past 3 years (Three (3) reference letters with contact details. TPT reserves the right to call the provided references to obtain testimonials)	Three (3) traceable references in the past three years provided Two (2) traceable references in the past three years One(1) traceable reference in the past three years	=35 points =18 points = 9 points	35
Experience of Plumber T2.2-06 CV of Plumber who is qualified in plumbing not less than two (2) years experience	Proof of Experience more than two years = 30 points Proof of experience 2 years Proof of experience less than 2 years	=30 points =15 points = 0 Points	30
Maximum possible score for Functionality			100

Minimum Threshold = 70



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

- T2.2-04 Submit the CV of a supervisor who has vast experience in plumbing services for Three (3) years or more experience.
- T2.2-05 Submit Three reference letters with Contact Details
- T2.2-06 Submit CV of Plumber who is qualified in plumbing not less than two (2) years' experience

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated /Only tenders that are Administratively and Substantively Responsive will be evaluated (in case Functionality is not applicable – Please delete this note) (Please select the applicable statement and delete the other and delete this note) further in accordance with the 80/200 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical	70
Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

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

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



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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation.



The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
SPECIFIC GOALS:	
B-BBEE Level of contributor (1 or 2)	10
30% Black women Owned entities	10
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from



C.3.13 Tender offers will only be accepted if:

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

the tenderer:

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

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).

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

T2.1 List of Returnable Documents

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

Stage One (Step 1 & 2): Eligibility Criteria Schedule: -

T2.2-00 **Eligibility Criteria Schedule** - Certificate of attendance at Briefing

T2.2-01 **Eligibility Criteria Schedule:** Proof of CIDB Grading 2SO

T2.2-02 **Eligibility Criteria Schedule:** COIDA Certificate

T2.2-03 **Eligibility Criteria Schedule:** Qualification Plumbing Certificate 58782

2.1.2 Stage Two (Step 3): these schedules will be utilized for functionality evaluation purposes:

T2.2-04 **Evaluation Schedule:** Proof of experience for Supervisor

T2.2-05 **Evaluation Schedule:** Experience of Company

T2.2-06 **Evaluation Schedule:** CV of Plumber

2.1.3 Stage Three (Step 4): these schedules will be utilised for Specific Goals:

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

2.1.4 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Proposed Sub-Contractors

T2.2-09 Affected Property requirements

T2.2-10 Availability of Equipment and other resources

T2.2-11 Insurance provided by Contractor

T2.2-12 Non-Disclosure Agreement

T2.2-13 Compulsory Disclosure Questionnaire

T2.2-14 Breach of law

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Data Option

2.5 C2.2 Pricing Schedule

2.6 C3.1 Service Information

2.7 C4.1 Affected Property

T2.2-00: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet Port Terminal SCM Boardroom, 2nd Floor, NRE Building, Green Street, Port of Port Elizabeth	
On (date)	25 August 2025	Starting time: 11h00

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



T2.2-01: Evaluation Schedule: Eligibility Criteria

Note to tenderers:

The Service Provider shall submit **CIDB Grade 2 SO** and attach it to Returnable Schedule T2.2-01.

	Relevant Technical experience: The Service Provider shall submit Proof of CIDB Grade 2 SO to be attached to Returnable Schedule T2.2-01.
YES	Yes = Proof CIDB Grade 2 SO registration submitted, then proceed with evaluation.
NO	No = Do not proceed with evaluation if no proof of CIDB Grade 2 SO is not submitted.
Proceed	Tender has submitted required documents all in good order.

- 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, for a **CIDB Grade 2SO** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **CIDB Grade 2SO** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations



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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



T2.2-02: Evaluation Schedule: Eligibility Criteria

COIDA CERTIFICATE

Tenderers to submit the following:

Service Provider shall provide **COIDA CERTIFICATE** must be attached to Returnable Schedule T2.2-02

Attached submissions to this schedule:

.....

The scoring of the **DOL Registration** will be as follows:

	COIDA-CERTIFICATE OF GOOD STANDING Service Provider shall provide COIDA CERTIFICATE and must be attached to Returnable Schedule T2.2-02 .
YES	Yes = Submitted COIDA CERTIFICATE proceed with evaluation.
NO	No = Do not proceed with evaluation if certificate is not submitted.
Proceed	Tender has submitted required documents all in good order.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal

knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-03: Evaluation Schedule: Eligibility Criteria

PLUMBING CERTIFICATE 58782

Tenderers to submit the following:

Service Provider shall provide **PLUMBING CERTIFICATE 58782** and must be attached to Returnable Schedule T2.2-03

Attached submissions to this schedule:

.....

The requirement for the **DOL Registration** will be as follows:

	PLUMBING CERTIFICATE Service Provider shall provide PLUMBING CERTIFICATE 58782 must be attached to Returnable Schedule T2.2-03 .
YES	Yes = Submitted PLUMBING CERTIFICATE 58782 proceed with evaluation.
NO	No = Do not proceed with evaluation if certificate is not submitted.
Proceed	Tender has submitted required documents all in good order.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal

knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-04: Evaluation Schedule: **Experience of a Supervisor**

Note to tenderers:

Tenderers are required to submit CV of a supervisor who has vast experience in plumbing services for Three (3) years or more

	DOCUMENT NAME
1	
2	
3	
4	
5	

Weight (35)	Previous Experience
(Score 0)	Proof of experience 1 and less than a year
(Score 18)	Proof of Experience 2 years
(Score 35)	Proof of 3 years or more



T2.2-05: Evaluation Schedule: **Experience of a Company**

Note to tenderers:

Tenderers are required to submit Traceable references of plumbing services in the past 3 years (Three (3) reference letters with contact details. TPT reserves the right to call the provided references to obtain testimonials)

	DOCUMENT NAME
1	
2	
3	
4	
5	

Weight (35)	Previous Experience
(Score 0)	One (1) traceable reference in the past three years
(Score 18)	Two (2) traceable references in the past three years
(Score 35)	Three (3) traceable references in the past three years provided



T2.2-06: Evaluation Schedule: **Experience of a plumber**

Note to tenderers:

Tenderers are required to submit CV of a plumber who has vast experience in plumbing services for Three (3) years or more experience

	DOCUMENT NAME
1	
2	
3	
4	
5	

Weight (30)	Previous Experience
(Score 0)	Proof of experience less than 2 years
(Score 15)	Proof of Experience 2 years
(Score 30)	Proof of More than 2 years



Tender Number: ICLM PE 847 TPT

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminals and when required service within a period of twelve (12) months

T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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



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C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor



T2.2-08 Proposed Sub-Contractors:

Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Sub-contractor	Proposed Sub-contractor National Treasury Central Supplier Database Registration Number Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					
6.					
7.					



Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

8.					
9.					
10.					



T2.2-10: Availability of Equipment and Other Resources

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

Equipment Type and Availability – Description		Number of Equipment	Details of Ownership

T2.2-11: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			



T2.2-12 NON-DISCLOSURE AGREEMENT

[FEBRUARY 2020]

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

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



TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

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

2. CONFIDENTIAL INFORMATION

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

Tender Number: ICLM PE 847 TPT

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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.



Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

7. ADEQUACY OF DAMAGES

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



8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer



Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

T2.2-13 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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



TRANSNET PORT TERMINALS

Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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 Level 1 and level 2] 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 Level 1&2 (10 points)	20
30% Black Women Owned (10 points)	
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.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$$

Where

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Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

Specific Goals	Acceptable Evidence
B-BBEE status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
30% Black Women Owned Entities	Promotion of Entities which are owned by black people who are women (at least 30%).

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 ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

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



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	Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
--	--

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

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- iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
8.2 VAT registration number:.....
8.3 Company registration number:.....
8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

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.



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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication



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- between partners in a joint venture or consortium² 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.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



TRANSNET PORT TERMINALS

Tender Number: ICLM PE 847 TPT Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months



Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

T2.2-14: – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



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:

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

The tenderer, identified in the Offer signature block, has

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

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

STAFF RATES				
Discipline	Unit	Estimated Qty (A)	Rate (B)	Amount C = A x B
Qualified Plumber/ Supervisor: Normal Working Hours (07H:00-16H:00)	Hr	800	R	R
Semi-Skilled Plumbers assistant: Normal Working Hours (07H00-16H00)	Hr	800	R	R
Qualified Plumber/ Supervisor: after Working Hours including weekends & public holidays (16:00-07H00)	Hr	200	R	
Semi-Skilled Plumbers assistant: After Working Hours including weekends & public holidays (16H00-07H00)	Hr	200	R	R
			Estimated Total	R
MATERIAL ALLOWANCE			%	
Percentage markup for Materials				

Transnet Port Terminals
Tender Number: ICLM PE 847 TPT



Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option	E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X18: Limitation of liability
		X19 Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 202 Anton Lembede Street Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	Arnold Mjekula
	Address	Transnet Port Terminals, Green Steet, North End, Port Elizabeth

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

	Tel	041 507 2148
	e-mail	Arnold.Mjekula@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Nkosinathi Poyo
	Address	Transnet Port Terminals Port of Port Elizabeth
	Tel No.	041 507 2148
	e-mail	Nkosinathi.Poyo@transnet.net
11.2(13)	The <i>service is</i>	PROVIDE PLUMBING SERVICES FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR PORT ELIZABETH BULK TERMINAL AS A ONCE OFF SERVICE.
11.2(14)	The following matters will be included in the Risk Register	(1) Working in confined spaces (2) Injury from working at heights (3) Exposure to hazardous Materials (4) Delayed SHEQ file approval (5) Service provider unavailability (6) Water leakage (7) Blockage due to debris in pipes
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 <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .
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.	TBA
30.1	The <i>service period</i> is	12 Months

4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	No additional data is required for this section of the conditions of contract.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional risks are accepted by the Employer other than those which are provided for in this contract.
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.
83.2	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.

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

83.3	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.	
83.4	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.
83.5	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.
83.6	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 additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
E	Cost reimbursable contract	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	
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 <i>Adjudicator</i> 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 <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa
	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	
X2	Changes in the law	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.
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	1 year after the end of the <i>service period</i>.

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

X19 Task Order

X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within **3 days of receiving the Task Order**

Z Additional conditions of contract

Z1 Obligations in respect of Termination

- | | | |
|------|--|--|
| Z1.1 | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) | |
| Z1.2 | Termination Table | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> |
| Z1.3 | | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p> |
-

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

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: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	Additional clause relating to Collusion in the Construction Industry
Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	Protection of Personal Information Act
Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 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:	
		CV's (and further key person's data including CVs) are in
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Assumptions: TSC Option E	2
C2.2	Pricing Schedule	2

C2.1 Pricing Assumptions: TSC Option E

The conditions of contract

2.1.1. Pricing Instructions

2.1.1.a. The *Contractor* shall be paid under Option E for services performed.

2.1.1.b. The staff rates are the prices charged for staff and shall include for all the costs to the *Contractor*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

2.1.1.c. The total annual cost of employment of a person is the total amount borne by the *Contractor* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Contractor*; the *Contractor's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and/or computer allowances, etc and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Hence, staff rates are to include for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, etc.) in terms of such person's conditions of employment and/or in terms of the Basic Conditions of Employment Act.

2.1.1.d. The staff rates shall include for all necessary protective clothing, standard equipment required to carry out their duties.

2.1.1.e. Rates quoted in Part C2.2 of the Pricing Schedule are deemed to include for tools, consumables and all other equipment required to carry out the required scope of service.

2.1.1.f. The *Contractor* and their employees will be required to undergo a medical examination and safety induction on commencement of service and exit medical examinations on completion of contract.

2.1.1.g. The staff rates derived from the Part C2.2 which include *Contractor's* mark-up but excludes value added tax.

2.1.2 Expenses

2.1.2.a All costs for materials, medicals, access permits and all other costs (approved by the *Service Manager*), other than the man hours costs are to be charged at cost plus the agreed fee (as per C1.2 Contract Data)

2.1.3 Fixed Price contract

2.1.3.a This contract is for a 12 Month period and will not be subject to escalation

C2.2 Pricing Schedule

Staff Rates and Expenses

<u>GENERAL SERVICES</u>
<u>PREAMBLES</u>
The Tenderer is required to provide all resources and equipment as set out in the pricing data and corresponding Service Information.
Rates quoted in the tender are deemed to include for the following:
• All direct and indirect charges (overheads and profit)
• Personal protective equipment
• Small tools, transport and minor consumables
Tendered Manhour Rates are to include for all fee percentage mark-ups.
All materials purchased under the provisional allowance by the <i>Contractor</i> will be reimbursed by the <i>Employer</i> (supported by proof of purchase) with the applicable mark-up as entered by the <i>Contractor</i> in the Contract Data.
<u>NOTE</u> A financial offer score shall be derived from the TGC simulation of Estimated Man-hours, Material and Subcontractor costs, utilizing the Rates below, <i>direct fee percentage</i> and <i>subcontracted fee percentage</i> that has been entered below by the Tenderer.

STAFF RATES				
Discipline	Unit	Estimated Qty (A)	Rate (B)	Amount C = A x B
Qualified Plumber/ Supervisor: Normal Working Hours (07H:00-16H:00)	Hr	800	R	R
Semi-Skilled Plumbers assistant: Normal Working Hours (07H00-16H00)	Hr	800	R	R
Qualified Plumber/ Supervisor: after Working Hours including weekends & public holidays (16:00-07H00)	Hr	200	R	
Semi-Skilled Plumbers assistant: After Working Hours including weekends & public holidays (16H00-07H00)	Hr	200	R	R
			Estimated Total	R
MATERIAL ALLOWANCE			%	
Percentage markup for Materials				



DESCRIPTION OF THE WORKS: Provide plumbing service at Transnet Soc Limited (Reg. no. 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Port Elizabeth Container Terminal as and when required service within a period of twelve (12) months

PART C3.1 SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	5
Total number of pages		6

TRANSNET PORT TERMINALS

CONTRACT NUMBER:

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C3.1 Service Information

Note to the Drafter –Please delete the below note after due consideration

1 Description of the service

1.1 Executive overview

The Port of Port Elizabeth Terminals has various administration and business unit buildings spread across the Port.

Below is the Port of Elizabeth Terminals lay-out:

• Latitude: 33°57'22.79"S • Longitude: 25°38'19.14"E



1.2 Employers Objective

The main objective of this SOW is for the service provider to provide plumbing service at the Port Elizabeth Terminals as and when required service within a period of 12 months.

1.3 Access to the Affected Property

The terminal building that requires the services are the Container, Car and Multi-Purpose Terminals.

1.4 Provisions

The service provider shall take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet Port Terminals and all other persons from injury or damage during the progress of the work.

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The service provider shall make full provision to include full compensation in the rates for all material, equipment and labour required to carry out the maintenance stipulated herein to the satisfaction of the Transnet Port Terminals' representative.

1.5 The location of the equipment

1.5.1 The locations of the business units can be found in the C4 Site Information document.

1.5.2 The location of the plumbing service are:

- Port Elizabeth Container Terminal (PECT)
- Port Elizabeth Car Terminal; and
- Multi-Purpose Terminals (Including Baarkens Building).

Refer to 1.5.5 for specific building information.

1.5.3 The Port is operational 24 hours a day 7 days a week throughout the year. The maintenance staff are available from 07:00 to 15:30 Monday to Friday and standby personnel will be available every day after hours as well as weekends.

All work is to be in accordance with the requirements of the South African National Standard (SANS), the Occupational Health and Safety (OHS) Act 85 of 1993 as revised, as well as all other relevant published SANS Standards and current regulations of all other codes applicable to the work. Standards to be applied shall include, but shall not be limited to:

All plumbing works work will be in accordance with the following publications:

- SABS 0400 other applicable Code of Practices
- OHS Act 85 of 1993 as amended and
- Other applicable Municipal By-Laws and Regulations

1.5.4 Eligibility Criteria:

- (a) Site briefing is compulsory to be attended by the service provider.
- (b) The bidder submits proof of the CIDB grading (2) SO
- (c) Plumber Trade Red Seal Certificate Certified
- (d) COIDA (Valid Letter of Good Standing)

1.5.5 Technical Evaluation:

Criteria	Description
Experience of the Company	Submit a traceable reference letters x3 of plumbing services within 3 years
Experience of Supervisor	Submit the CV of the supervisor on plumbing experience for 3 years
Experience of plumber	Submit the CV of the plumber on plumbing experience for 2 years

1.5.6 Returnable Essential Documents

- (a) The service provider is to provide 12 months warranty (As a minimum) on the workmanship on all maintenance, repairs and new fitments.

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2 SERVICE

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

The scope shall be undertaken as follow:

- Contractor to provide plumbing services to the terminal for repairs of leaks identified on all water and ablution systems for the following equipment's in the port.
 - Service and repairs of ablution pipes, valves, toilet systems, showers and faulty geysers.
 - Replacement of all valves and piping on clean and wastewater system
 - Repairs to burst underground piping (this includes digging casting of concrete and pipe joining
 - Unblocking of sewer lines (high pressure jetting)
 - Cleaning and repairs of gutters and down pipes
 - Ablution facilities water network maintenance
 - Storm water, manholes and drainage goods maintenance
 - Installation and repair of leaking reservoir tanks and piping
 - Contractor to be available on standby to perform work required on 24hr basis to support the business.
 - Contractor to quote based on **800 hours of labour weekdays.**
 - Contractor to quote based on **200 hours of labour on the weekends and public holiday**
 - **Contractor to include in the quote an hourly rate for one plumber and two assistances including call out fees.**
-

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3 Health and Safety Information

After contract award the following documents must be submitted with a comprehensive, SHE files for TPT SHEQ approval before any work commences:

Document	Annexure
Contractor Compliance File Assessment	A
Contractor Environmental and Sustainability	B
Contractor Health and Safety Specification Guidelines	C
Contractor Questionnaire	D
Section 37 Mandatory Agreement	E

4 Procurement

6.1 The Contractor's Invoices

6.1.1 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

6.1.2 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.

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

TRANSNET PORT TERMINALS

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6.1.3 Invoices submitted by post are addressed to:

- TBA upon award

The invoice is presented as an original.

- TBA upon award

DOCUMENT PREPARATION

	Name	Title	Signature	Date
Compiled by	Nkosinathi Poyo	Fleet and Facilities Supervisor		
Approved by	Arnold Mjekula	Fleet and Facilities Manager		

C 4.1 AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

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

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

1. Description of the Affected Property and its surroundings

1.1. General description

The Port Elizabeth Multi-Purpose Terminal's (PEMPT) and PECT core business is to export dry bulk manganese ore. This is achieved by utilizing various terminal infrastructure such as rail wagon Tipplers, Conveyor belts, Storage facilities, Reclaimers, Ship loaders, and a network of mobile equipment such as Excavators and Bulldozers. The project site is at Port Elizabeth Bulk Terminal and PECT

Below is the Port of Elizabeth Terminals lay-out:

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Figure 1: Aerial view of the Port Elizabeth Terminal



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

The Port of Port Elizabeth Terminals has various administration and business unit buildings spread across the Port.

1.3. Subsoil information

Not Applicable

1.4. Hidden services

The following (hidden) existing services are expected to be present on Site:

- Storm water
- Sewers
- Fibre-optic telecommunications line(s),
- Electrical supply (LV and MV) for equipment and facilities.

1.5. Other reports and publicly available information

Not Applicable