

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF A 200KVA STANDBY DIESEL GENERATOR FOR THE TRANSTEL BUILDING AND A 30KVA STANDBY DIESEL GENERATOR FOR THE BERTHING FACILITY AT THE PORT OF RICHARDS BAY ON A ONCE-OFF PERIOD.

RFQ NUMBER	:	TNPA/2024/10/0002/79914/RFQ
ISSUE DATE	:	12 DECEMBER 2024
COMPULSORY CLARIFICATION	:	16 JANUARY 2025
MEETING	:	
CLOSING DATE	:	31 JANUARY 2025
CLOSING TIME	:	12H00PM
TENDER VALIDITY PERIOD	:	12 WEEKS FROM THE CLOSING DATE

PLEASE NOTE THE BELOW TECHNICAL PRE-QUALIFICATION CRITERIA:

- **CIDB GRADING OF 2EB or HIGHER OR 2EP or HIGHER AS AN ELECTRICAL ENGINEERING CONTRACTOR**
- **WIREMAN'S LICENSE (3-PHASE INSTALLER) FROM THE DEPARTMENT OF LABOUR (DOL)**

Contents

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

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
------	------------------------------

C1.2	Contract Data (Parts 1 & 2)
------	-----------------------------

Part C2: Pricing Data

C2.1	Pricing Instructions
------	----------------------

C2.2	Bill of Quantities
------	--------------------

Part C3: Scope of Work

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

Part C4: Site Information

C4.1	Site Information
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Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

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	For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTenders Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access the Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at the Employee Care Centre, Ventura Road, Opposite Bayvue Centre Building, Port of Richards Bay, 3900 on 16 January 2025. at 10:00 pm [10 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. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long-sleeve shirts, high-visibility vests, and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops, and Stores will have to undergo Breathalyzer 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 licenses are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your
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Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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	Tender as proof of attendance is required for a compulsory clarification meeting. Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory Clarification meeting will be disqualified.
CLOSING DATE	12:00 pm on 31 January 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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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 the 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;



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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- 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 **[T2.2-15]**, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnable 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.



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on the 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/>. Tenderers 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**



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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T1.2 TENDER DATA

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

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

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

Part C3: Scope of work

C3.1 Works Information

Part C4: Site information

C4.1 Site information

C.1.4 The Employer's agent is:

Commodity Administrator

Name:

Eunita Mfeka

Address:

**1st Floor, Bayvue Building
Ventura Road
Port of Richards Bay, 3900**

Email:

tnpatenderenquiriesrb@transnet.net

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	<i>Section T1.1</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section T2.2</i>
• Verify the validity of all returnable documents	<i>Section T2.1</i>
• Verify if the Bid document has been duly signed by the authorized respondent	<i>All sections</i>

STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met.	<i>Sections T1.1</i>
• Whether the Bid contains a priced offer as prescribed in the pricing schedule.	<i>Part 2: C2.1 & C2.2</i>
• Whether the Bid materially complies with the scope and/or specification given.	<i>All Sections</i>
Respondent shall provide proof of the following Technical Prequalification requirements: • CIDB grading of 2EB or Higher OR 2EP or Higher as an electrical engineering contractor. • Wireman's license (3 Phase Installer) from the Department of Labour (DOL). • Certificate of Attendance at Compulsory Clarification Meeting.	<i>Part T2: Returnable Schedules</i>



- C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
- 1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**
 - 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**
 - a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2EB or Higher OR 2EP or Higher** class of construction work, are eligible to have their tenders evaluated.

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

 - b) Joint Venture (JV)
- Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EB or Higher OR 2EP or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement
- 3. Stage Three - Functionality:**
- Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 points**.
- The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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- 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 clarification meeting and have their returnable document T2.2-02 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
C2.15.1 are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:

The Tender Number: **TNPA/2024/04/0005/63929/RFQ**

The Tender Description: **For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period**

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

- C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

- C.2.15 The closing time for submission of tender offers is:

Time: **12:00 pm on 31 January 2025**

Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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and conditions, if Transnet's internal evaluation and governance approval processes have not been finalized 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: **60**

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 with respect of each of the criteria are as follows:

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

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

- **T2.2-03** Project Organogram, Management & CVs and Experience of Key Personnel
- **T2.2-04** Method Statement
- **T2.2-05** Programme
- **T2.2-06** Company Previous Experience



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Pre-Qualification Criteria

1. CIDB Registration with 2EB or Higher OR 2EP or Higher grading

2. Wireman's license (3 Phase Installer) from the Department of Labour (DOL)

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction-related procurement)). The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality unless scored collectively. (See CIDB Inform Practice Note #9).

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

Prequalification Criteria	1. CIDB Registration with 2 EB or 2 EP grading 2. Wireman’s license (3 Phase Installer) from the Department of Labour (DOL)		
Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-03: Management & CVs and Experience of key personnel	The <i>Contractor</i> must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service		
	Organizational structure is to be site-specific and include a clear indication of roles and responsibilities and the specific function of each team member.	5	25
	Proof of education and training must be attached, experience will only be evaluated considering the required qualification is attached. Qualification and experience of key staff required but not limited to:		
	Project Manager/Site Supervisor	6	
	Electrician	8	
	Mechanic	6	
Evaluation Schedule: T2.2-04 Method Statement	The <i>Contractor</i> must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.		
	Description of Works The <i>Contractor</i> shall provide a detailed description of the work to be carried out, including the scope, objectives, and deliverables of the project. It must outline the tasks involved and identify any specific materials, equipment, or resources required.	4	30
	Methodology The <i>Contractor</i> shall describe the step-by-step procedures and methodologies to be followed during the execution of the project. It must include detailed instructions on how each task will be performed, including any technical specifications, standards, or regulations that need to be adhered to.	8	



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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	Risk Assessment and Control Measures The <i>Contractor</i> shall identify potential hazards and risks associated with the project and outline the control measures to mitigate them. It must include safety precautions, emergency procedures, and any necessary personal protective equipment (PPE) required to ensure the safety of personnel and property.	7	
	Resource Management, The <i>Contractor</i> shall address the allocation and management of resources such as manpower, equipment, materials, and budget. It must outline the responsibilities of key personnel, scheduling considerations, and any logistical arrangements necessary to support the project activities.	7	
	Quality Assurance and Compliance. The <i>Contractor</i> shall focus on ensuring that the work is carried out to the required quality standards and in compliance with relevant regulations, codes, and industry best practices. It may include procedures for quality control inspections, testing, and documentation to verify the integrity and performance of the completed work.	4	
Evaluation Schedule: T2.2-05 Programme	The tender must provide a Programme which provides the details that would indicate the order and timing of activities to carry out the services in terms of the <i>Employer's</i> requirements and within the stipulated timeframes per service interval.		
	<i>The Contractor shall demonstrate the following:</i> • The programme that addresses specific project objectives. • The programme that contains logic and sequencing which is accurate. • The complete scope that is captured and decomposed in the programme to the level required in the scope covering the following: ▪ Task names, ▪ Task duration, ▪ Task dependencies, ▪ Resource names or roles, ▪ Task hierarchies and critical path.	10	10
Evaluation Schedule: T2.2-06 Company Previous Experience	The <i>Contractor</i> must demonstrate their relevant experience with regards to the delivery and construction of similar works as detailed in the Works Information with reference to:		
	The <i>Contractor</i> must demonstrate their relevant experience regarding the supply and installation of similar works as detailed in the Works Information with references to substantiate experience indicated showing:	35	35



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

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	Signed reference letters/completion certificates must be provided as proof of previous experience, the following information should be present: • Project description – detailed project scope describing the nature of work (related to the supply, delivery, and installation of standby diesel generators). • Customer name and contact details. • Contract value and duration. • Project start and end date.		
Total Weighting:		100	100
Minimum qualifying score required:			60

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

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

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

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

C.3.13 Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall unless there are **objective criteria** that will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:

- a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

-
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
 - g) cannot, as necessary and in relation to the proposed contract, demonstrate that it 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;
 - h) has no legal capacity to enter into the contract;
 - i) is insolvent, in receivership, under Business Rescue as provided for in Chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased, or suspended its business activities, or is subject to legal proceedings in respect of any of the foregoing.
 - j) does not comply with the legal requirements, if any, stated in the tender data; and
 - k) is not able to perform the contract free of conflicts of interest.
 - l) 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).

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

CIDB SFU: Page | 29

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration of **2EB or higher OR 2EP or Higher.**
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting or Attendance Register

2.1.2 Stage Three as per CIDB: these schedules will be utilized for evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Project Organogram, Management and CVs & Experience of Key Personnel
- T2.2-04 **Evaluation Schedule:** Method Statement
- T2.2-05 **Evaluation Schedule:** Programme
- T2.2-06 **Evaluation Schedule:** Company's Previous experience

2.1.3 Returnable Schedules:

General:

- T2.2-07 Authority to submit a tender.
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Site Establishment Requirements

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

ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of the Protection of Personal Information Act (POPIA)



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-20 Insurance provided by the Contractor.

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities

2.6 C2.2 Bill of Quantities

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

Note to tenderers:

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

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2EB or higher OR 2EP or Higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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 **2EB or higher OR 2EP 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 contractor shall provide the employer with a certified copy of its signed joint venture agreement.
5. and if the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting or Attendance Register

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority (TNPA), Port of Richards Bay, Employee Care Centre Building, Ventura Road, Richards Bay, 3900	
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Eunita Mfeka

Signature

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

Date



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

T2.2-03: Evaluation Schedule: Project Organogram, Management & CVs and Experience of Key Personnel

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

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

1. Organizational structure:
 - The organizational chart/list is complete showing **site-specific personnel, including their roles and responsibilities.**
2. The experience of assigned key personnel in relation to the scope of work will be evaluated from two different points of view, namely:
 - The education, training, and skills of the assigned staff in the specific sector, field, subject, etc., - which is directly linked to the scope of work (**Proof of education and training must be attached**).
 - Relevant experience (**Experience will only be evaluated considering the required qualification is attached**).
 - a) Key personnel should include at least, amongst others but not limited to:
 - Project Manager/Site Supervisor.
 - Electrician.
 - Mechanic.
 - b) Comprehensive CVs should be attached to this schedule, as a minimum each CV should address the following, but not limited to:
 - Personal particulars.
 - Name.
 - Place(s) of tertiary education and dates associated therewith.
 - Qualifications (degrees, diplomas, grades of membership of professional societies, and professional registrations).
 - Name of current *Employer* and position in the enterprise.
 - Outline of recent assignments/experience that has a bearing on the scope of work.



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

c) CVs for personnel for all identified posts should include as a minimum but not limited to:

- **Project Manager (site supervisor)**

The project Manager or site supervisor should at least have a National Diploma in electrical/ mechanical engineering, or N6 with a trade test certificate in electrical/ mechanical engineering. The project Manager must have a minimum of 3 years of experience in managing the supply, delivery, installation, test, and commissioning of engineering projects.

- **Electrician**

The electrician must have an N2 in electrical engineering, a trade test in electrical engineering, and a three-phase wireman's license. The electrician must have at least 3 years of experience in the installation, test, and commissioning of standby diesel generators.

- **Mechanic**

The diesel mechanic must have an N2 in mechanical engineering and a trade test in mechanical engineering. The diesel mechanic must have at least 3 years of experience in the installation, test, and commissioning of standby diesel generators.

The following table is to be populated by the *Contractor* identifying the resources for the key roles for the works:

Key Person Role	Name of Resource
Project Manager/ Site Supervisor	
Electrician	
Mechanic	



Transnet National Ports Authority

Tender Number: TNPA/2024/04/0005/63929/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

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

Project Organogram, Management & CVs of Key Personnel (25)				
	Project Manager/ Site Supervisor: Proof of qualifications, training, and experience must be attached. (6)	Mechanic: Proof of qualifications, training, and experience must be attached. (6)	Electrician: Proof of qualifications, training, and experience must be attached. (8)	Project Organogram: Project - specific with all resources listed in relation to their roles in this project. (5)
Score 0	The <i>Contractor</i> has submitted no information or information that does not align with the requirements of the project.	The <i>Contractor</i> has submitted no information or information that does not align with the requirements of the project.	The <i>Contractor</i> has submitted no information or information that does not align with the requirements of the project.	The <i>Contractor</i> has submitted no information or information that does not align with the requirements of the project.
Score 20	Supervisor Qualification: The Project Manager or site supervisor should at least have a National Diploma in electrical/mechanical engineering, or N6 with a trade test certificate in electrical/mechanical engineering. Supervisor Experience:	Mechanic Qualification: The diesel mechanic must have an N2 in mechanical engineering and a trade test in mechanical engineering. Mechanic Experience: CV submitted showing one year of relevant experience (Installation	Electrician Qualification: The electrician should at least have an N2 in electrical engineering, a trade test, and a three-phase wireman's license. Electrician Experience: CV submitted showing one year of relevant experience	The <i>Contractor</i> has submitted an organogram showing only one of the key personnel.



Transnet National Ports Authority

Tender Number: TNPA/2024/04/0005/63929/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

	CV submitted showing one year of relevant experience in managing the supply, delivery, installation, and commissioning of engineering projects	and commissioning of standby diesel generators).	(Installation and commissioning of standby diesel generators).	
Score 40	Supervisor Qualification: The project Manager or site supervisor should at least have a National Diploma in electrical/mechanical engineering, or N6 with a trade test certificate in electrical/mechanical engineering. Supervisor Experience: CV submitted showing two years of relevant experience in managing the supply, delivery, installation, and commissioning of engineering projects	Mechanic Qualification: The diesel mechanic must have an N2 in mechanical engineering and a trade test in mechanical engineering. Mechanic Experience: CV submitted showing two years of relevant experience (Installation and commissioning of standby diesel generators).	Electrician Qualification: The electrician should at least have an N2 in electrical engineering, a trade test, and a three-phase wireman's license. Electrician Experience: CV submitted showing two years of relevant experience (Installation and commissioning of standby diesel generators).	The <i>Contractor</i> has submitted an organogram showing only two of the key personnel.
Score 60	Supervisor Qualification: The project Manager or site supervisor should at least have a National Diploma in electrical/mechanical engineering, or N6	Mechanic Qualification: The diesel mechanic must have an N2 in mechanical engineering and a	Electrician Qualification: The electrician should at least have an N2 in electrical	The <i>Contractor</i> has submitted an organogram showing all three key personnel, with a clear indication of roles and responsibilities and the specific function of each team member.



Transnet National Ports Authority

Tender Number: TNPA/2024/04/0005/63929/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

	with a trade test certificate in electrical/mechanical engineering. Supervisor Experience: CV submitted showing three years of relevant experience in managing the supply, delivery, installation, and commissioning of engineering projects.	trade test in mechanical engineering. Mechanic Experience: CV submitted showing three years of relevant experience (Installation, and commissioning of standby diesel generators).	engineering, a trade test, and a three-phase wireman's license. Electrician Experience: CV submitted showing three years of relevant experience (Installation and commissioning of standby diesel generators).	
Score 80	Supervisor Qualification: The project Manager or site supervisor should at least have a National Diploma in electrical/mechanical engineering, or N6 with a trade test certificate in electrical/mechanical engineering. Supervisor Experience: CV submitted showing four years of relevant experience in managing the supply, delivery, installation, and commissioning of engineering projects	Mechanic Qualification: The diesel mechanic must have an N2 in mechanical engineering and a trade test in mechanical engineering. Mechanic Experience: CV submitted showing four years of relevant experience (Installation and commissioning of standby diesel generators).	Electrician Qualification: The electrician should at least have an N2 in electrical engineering, a trade test, and a three-phase wireman's license. Electrician Experience: CV submitted showing four years of relevant experience (Installation and commissioning of standby diesel generators).	The <i>Contractor</i> has submitted an organogram showing all three key personnel, showing a clear indication of roles and responsibilities and the specific function of each team member including either the Environmental or the Health and Safety personnel.



Transnet National Ports Authority

Tender Number: TNPA/2024/04/0005/63929/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

Score 100	Supervisor Qualification: The project Manager or site supervisor should at least have a National Diploma in electrical/mechanical engineering, or N6 with a trade test certificate in electrical/mechanical engineering. Supervisor Experience: CV submitted showing five years of relevant experience in managing the supply, delivery, installation, and commissioning of engineering projects.	Mechanic Qualification: The diesel mechanic must have an N2 in mechanical engineering and a trade test in mechanical engineering. Mechanic Experience: CV submitted showing five years of relevant experience (Installation and commissioning of standby diesel generators).	Electrician Qualification: The electrician should at least have an N2 in electrical engineering, a trade test, and a three-phase wireman's license. Electrician Experience: CV submitted showing five years of relevant experience (Installation and commissioning of standby diesel generators).	The <i>Contractor</i> has submitted an organogram showing all three key personnel, showing a clear indication of roles and responsibilities and the specific function of each team member including both the Environmental and the Health and Safety personnel.
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Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

T2.2-04: Evaluation Schedule - Method Statement

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

The method statement should articulate what the *Contractor* will provide in achieving the stated objectives for the project and demonstrate alignment with the Programme as contained under T2.2-06. *Contractors* also exhibit a clear understanding of the project and have shown a concise method statement for all activities incorporating best practices.

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

The method statement should cover:

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

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

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

1. Description of Works,

The *Contractor* shall provide a detailed description of the work to be carried out, including the scope, objectives, and deliverables of the project. It must outline the tasks involved and identifies any specific materials, equipment, or resources required.

2. Methodology,

The *Contractor* shall describe the step-by-step procedures and methodologies to be followed during the execution of the project. It must include detailed instructions on how each task will be performed, including any technical specifications, standards, or regulations that need to be adhered to.

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

3. **Risk Assessment and Control Measures,**

The *Contractor* shall identify potential hazards and risks associated with the project and outlines the control measures to mitigate them. It must include safety precautions, emergency procedures, and any necessary personal protective equipment (PPE) required to ensure the safety of personnel and property.

4. **Resource Management,**

The *Contractor* shall address the allocation and management of resources such as manpower, equipment, materials, and budget. It must outline the responsibilities of key personnel, scheduling considerations, and any logistical arrangements necessary to support the project activities.

5. **Quality Assurance and Compliance.**

The *Contractor* shall focus on ensuring that the work is carried out to the required quality standards and in compliance with relevant regulations, codes, and industry best practices. It may include procedures for quality control inspections, testing, and documentation to verify the integrity and performance of the completed work.

	Method Statement
Score 0	The <i>Contractor</i> has submitted no information to determine a score.
Score 20	The <i>Contractor</i> has submitted a method statement. The submitted technical approach addresses (1) technical aspect of the project.
Score 40	The <i>Contractor</i> has submitted a method statement. The submitted technical approach addresses (2) technical aspects of the project.
Score 60	The <i>Contractor</i> has submitted a method statement. The submitted technical approach addresses (3) technical aspects of the project, indicating that the <i>Contractor</i> understands the proposed project scope and approach to address the requirements. The submitted method statement shall cover the following technical aspects of the project: 1. Description of Works, 2. Methodology, 3. Risk Assessment and Control Measures.

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

Score 80	The <i>Contractor</i> has submitted an extensive method statement. The submitted technical approach addresses (4) technical aspects of the project, indicating that the <i>Contractor</i> understands the proposed project scope and approach to address the requirements. The submitted method statement shall cover the following technical aspects of the project: 1. Description of Works, 2. Methodology, 3. Risk Assessment and Control Measures, 4. Resource Management.
Score 100	The <i>Contractor</i> has submitted an outstanding method statement. The submitted technical approach addresses all (5) technical aspects of the project, indicating that the <i>Contractor</i> understands the proposed project scope and approach to address the requirements. The submitted method statement shall cover the following technical aspects of the project: 1. Description of Works, 2. Methodology, 3. Risk Assessment and Control Measures, 4. Resource Management, 5. Quality Assurance and Compliance.

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.

Index of documentation attached to this schedule:

.....

.....

.....

.....

Signed

Date

.....

.....

Name

Position

.....

.....

Contractor

.....

T2.2-05: Evaluation Schedule: Programme

Note to *Contractors*:

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

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

- **Schedule to provide the *Services*:**

Ability to provide the *Services* in terms of the *Employer's* requirements within the required timeframe of **3 months**, indicating in a logical sequence, the order and timing of the *Services* that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Schedule requirements:**

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

- Task names,
- Task duration,
- Task dependencies,
- Resource names or roles,
- Task hierarchies and critical path.

The Programme should indicate the following columns as a minimum:

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

Transnet National Ports Authority
Tender Number: TNPA/2024/10/0002/79914/RFQ
Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

The scoring of the programme will be as follows:

Reference to attached submissions to this schedule:

.....

.....

.....

.....

.....

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

	Schedule (10)
Score 0	The <i>Contractor</i> has submitted no information.
Score 20	- The <i>Contractor</i> demonstrates a partial understanding of the scope of work but does not cover the critical aspects of the project. - The programme does not follow a logical sequence.
Score 40	- The <i>Contractor</i> demonstrates an understanding of the scope of work but does not cover all the critical aspects of the project. - The programme partially follows a logical sequence. - The programme has misaligned the task dependencies.
Score 60	- The programme addresses specific project objectives. - The programme is logically sequenced. - The complete scope is captured and decomposed in the programme to the level required in the scope covering the minimum of three (3) listed as follows: - Task names,

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

	▪ Task duration, ▪ Task dependencies.
Score 80	• The programme addresses specific project objectives. • The programme contains logic and sequencing which is accurate. • The complete scope is captured and decomposed in the programme to the level required in the scope covering the minimum of four (4) listed as follows: ▪ Task names, ▪ Task duration, ▪ Task dependencies, ▪ Resource names or roles.
Score 100	• The programme addresses specific project objectives. • The programme contains logic and sequencing which is accurate. • The complete scope is captured and decomposed in the programme to the level required in the scope covering all five (5) listed as follows: ▪ Task names, ▪ Task duration, ▪ Task dependencies, ▪ Resource names or roles, ▪ Task hierarchies and critical path.

Signed _____ Date _____

Name _____ Position _____

Contractor _____

T2.2-06: Evaluation Schedule: Previous Experience

Note to *Contractors*:

Contractors are required to demonstrate their overall experience in delivering projects/ services of similar size and nature by supplying the following:

Signed reference letters/completion certificates must be provided as proof of previous experience with regards to the Procurement, Installation, Testing, and Commissioning services. The following information should be present:

- Project description – detailed project scope describing the nature of work (related to the supply, delivery, and installation of standby diesel generators).
- Customer name and contact details.
- Contract value and duration.
- Project start and end date.

Note: Purchase Orders (PO's) will not be accepted

Project Description	Client name and contact details	Contract value and duration	Date of project completion

POINTS	Previous Experience (35)
Score 0	The <i>Contractor</i> has submitted no information.
Score 20	The <i>Contractor</i> has done only one (1) similar project, and the <i>Contractor</i> has provided one (1) signed reference letter/ completion certificate.
Score 40	The <i>Contractor</i> has done two (2) similar projects, and the <i>Contractor</i> has provided two (2) signed reference letters/ completion certificates.
Score 60	The <i>Contractor</i> has done three (3) similar projects, and the <i>Contractor</i> has provided three (3) signed reference letters/ completion certificates.
Score 80	The <i>Contractor</i> has done four (4) similar projects, and the <i>Contractor</i> has provided four (4) signed reference letters/ completion certificates.
Score 100	The <i>Contractor</i> has done five (5) or more similar projects and the <i>Contractor</i> has provided five (5) or more signed reference letters/ completion certificates.

Index of documentation attached to this schedule:

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

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 organization or attach a certified copy of a company/organization document that provides the same information for the relevant category as requested here.

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-10: Risk Elements

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

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

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

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

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and closed corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION • B-BBEE status Level of contributor – Levels 1 & 2 • 30% Black Women Owned Entities • +50% Black Youth Owned Entities	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Status Level of contributor (1 or 2)	6.67
+50% Black Youth Owned Entities	6.67
30% Black women-owned entities	6.67
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

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.

	Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
--	---

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

4. BID DECLARATION

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

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

- 5.1 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.)

6. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 6.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

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

(Tick applicable box)

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

7.8 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.

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

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

.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and

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

possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-14: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision-based on the recommendations of the Ombudsman without having to follow a formal court process to have such an award or decision set aside.
8. We have acquainted ourselves and agree with the content of **T2.2-17** "Service Provider/Supplier Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

-
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

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

- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-18: Supplier Code of Conduct

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

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

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



YES	
------------	--

NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____

Name: _____

Title: _____

Signature: _____

..... **[Company Name]**

(Operator)

Authorised signatory for and on behalf of [Company name] who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-20: Insurance provided by the *Contractor*.

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government:

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts :

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. □ Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

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Registration in South Africa Number 2013/150155/07

Authorized FSP Licence Number 44889

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :

Major perils

Minor perils

0 to R100,000,000	R25,000	R15,000	R100,000,001 to
R250,000,000	R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000		R25,000
R500,000,001 to R1,000,000,000	R150,000		R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

Excluding:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities

Authorised Financial Services Provider

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Authorized FSP Licence Number 44889

- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion □ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.

- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi

A handwritten signature in black ink, appearing to be 'Langa Sigodi', written over a light blue circular background element.

Account Executive: Corporate & Global Markets

Transnet National Ports Authority
Tender Number: TNPA/2024/10/0002/79914/RFQ
Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

C1.1: Form of Offer & Acceptance

Offer

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

Title of the Contract

For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organization)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organization)

Transnet SOC Ltd

Name &
signature
of witness

Date

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period.

For the tenderer:

Signature

Name

Capacity

On behalf of

Transnet SOC Ltd

Name & signature of
witness

Date

Transnet National Ports Authority
Tender Number: TNPA/2024/10/0002/79914/RFQ
Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of the contract</i> are the core clauses and the clauses for the main Option	B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
		X2 Changes in the law
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet National Ports Authority Emendi Administration Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth, 6100
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 1st Floor Bayvue Centre Ventura Road Port of Richards Bay

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

11.2(13)	The <i>works</i> are	For the Supply, delivery, and installation of a 200KVA standby diesel generator for the Transtel building and a 30KVA standby diesel generator for the Berthing facility at the port of Richards Bay	
11.2(14)	The following matters will be included in the Risk Register	Fire and Explosion Risk, Carbon Monoxide Poisoning	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa is 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	Two (2) weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of the contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	15 May 2025	
The <i>key dates</i> and the <i>conditions</i> to be met are:		<i>Condition to be met</i>	<i>key date</i>
		Delivery of the generators	14 April 2025
		Installation of the generators	30 April 2025
		Handover	15 May 2025
30.1	The <i>access dates</i> are	Part of the Site	Date
		Delivery of the generators	14 April 2025
		Installation of the generators	30 April 2025

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

		Commissioning testing	and	20 April 2025
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.		
31.2	The <i>starting date</i> is	15 March 2025		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	15 May 2025		
4	Testing and Defects			
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.		
43.2	The <i>defect correction period</i> is	Two (2) weeks		
5	Payment			
50.1	The <i>assessment interval</i> is monthly on the	Twenty-fifth (25th) day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rands.		
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.		
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.		
6	Compensation events			
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)		
		the number of days with rainfall more than 10 mm		

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

and these measurements: 350mm

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Port of Richards Bay

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability

2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* provides these additional Insurances

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor

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

The insurance coverage referred to in 1, 2, 3, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/Rfq

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

W1.1	The <i>Adjudicator</i> is	Both Parties will agree as and when a dispute arises. If the Parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairperson of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Kwazulu-Natal Richards Bay, South Africa, Port of Richards Bay
	The person or organization 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 Chairperson 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
X7	Delay damages	
	Delay damages for Completion of the whole of the <i>works</i> are	R2000= cost per day
X16	Retention	
X16.1	The Retention-free amount is The retention percentage is	Nil 10% on all payments certified

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	52 Weeks after Completion of the whole of the works

Z	<i>Additional conditions of contract are:</i>
----------	--

Z3 Additional clauses relating to Joint Venture

Insert the additional core clause 27.5

Z3.1

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. Identification of the roles and responsibilities of the constituents to provide the Works.**
 - **Financial requirements for the Joint Venture:**
 - iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Transnet National Ports Authority
Tender Number: TNPA/2024/10/0002/79914/RFQ
Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2 Termination Table

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

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3

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

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

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

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

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

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.

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

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1

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

Z7 Protection of Personal Information Act

Z7.1

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

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

C1.2 Contract Data

Part two - Data provided by the *Contractor*.

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

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

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

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2.03
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	_____ (in figures) _____ (in words), excluding VAT.
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

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

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period:

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



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1-2
C2.2	Activity Schedule	1-4



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

C2.1 Pricing Instructions: Option A

1. The conditions of contract

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

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

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

1.2. Measurement and Payment

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



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

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



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

C2.2 Activity Schedule

C2.2.1 Part A: Preliminary & General

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

C2.2.2 Part B: Supply, Deliver, Install, Test, and Commission a 200kVA Standby Diesel Generator and a 30kVA Standby Diesel Generator

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
B1	SUPPLY, DELIVER, INSTALL, TEST, AND COMMISSION A 200KVA STANDBY DIESEL GENERATOR				
B1.1	The <i>Contractor</i> will need to remove the existing generator from the site (Transtel) and move it to the Pioneer Centre Storage Yard.	Sum	1		
B1.2	The <i>Contractor</i> shall supply, deliver, and install one 200KVA standby diesel	Sum	1		



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

	generator in a proper and safe operating condition.				
B1.3	The <i>Contractor</i> shall supply, deliver, and install a Control System with Deep Sea Electronics (DSE) Controller and the Automatic Changeover Panel.	Sum	1		
B1.3.1	Control Panel Enclosure: 3CR12 Stainless Steel and powder coated orange (B26) panel rated at IP65 and complete with rubber seals fitted and lockable doors.	Sum	1		
B1.3.2	Automatic Changeover Panel: Automatic changeover panel, rated to the generator output rating, complete with automatic transfer switch, circuit breakers, and phase monitoring relays amongst components needed for ease of automatic changeover between the mains and the generator supply.	Sum	1		
B1.4	Depending on the type of generator that will be used provision for fabrication and connection of the generator to the existing air ventilation outtake or the <i>Contractor</i> should ensure that the generator is adequately ventilated. In case of fabrication and interconnection, the service provider shall make a provision for the following: The <i>Contractor</i> to design, fabricate, and install an air outtake system to be connected to the existing outlet vent system.	Sum	1		
B1.5	Fabrication and connection of generator exhaust system: The <i>Contractor</i> to provide fabrication and installation services to connect the new generator exhaust system to the existing exhaust outlet.	Sum	1		

Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

B1.6	The <i>Contractor</i> shall supply, deliver, and install a 185 mm ² copper conductor cable (with a length of 10 metres), with all relevant cabling accessories including glands, wire numbers, heat shrink, and terminations from a generator to a distribution board.	Each	1		
B1.7	After installation, the <i>Contractor</i> shall test, commission, and provide a handover file with mechanical and electrical drawings of the generator, OEM manuals, operating manuals, maintenance manuals, a warrantee document, and test reports, and issue a certificate of compliance (COC) for the standby diesel generator.	Sum	1		
B2	SUPPLY, DELIVER, INSTALL, TEST, AND COMMISSION A 30KVA STANDBY DIESEL GENERATOR				
B2.1	The <i>Contractor</i> shall supply, deliver, and install one 30KVA standby diesel generator with a built-in canopy (powder-coated canopy rated at IP65) in a proper and safe operating condition.	Sum	1		
B2.2	The <i>Contractor</i> shall build a permanent concrete plinth for a generator.	Sum	1		
B2.3	The <i>Contractor</i> shall supply, deliver, and install a Control System with Deep Sea Electronics (DSE) Controller and the Automatic Changeover Panel.	Sum	1		
B2.3.1	Control Panel Enclosure: 3CR12 Stainless Steel and powder coated orange (B26) panel rated at IP65 and complete with rubber seals fitted and lockable doors.	Sum	1		
B2.3.2	Automatic Changeover Panel: Automatic changeover panel, rated to the generator output rating, complete with automatic transfer switch, circuit	Sum	1		



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0002/79914/RFQ

Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

	breakers, and phase monitoring relays amongst components needed for ease of automatic changeover between the mains and the generator supply.				
B2.4	The <i>Contractor</i> shall supply, deliver, and install a 10 mm ² copper conductor cable (with a length of 20 metres), with all relevant cabling accessories including glands, wire numbers, heat shrink, and terminations from a generator to a distribution board.	Each	1		
B2.5	After installation, the <i>Contractor</i> shall test, commission, and provide a handover file with mechanical and electrical drawings of the generator, OEM manuals, operating manuals, maintenance manuals, a warrantee document, and test reports, and issue a certificate of compliance (COC) for the standby diesel generator.	Sum	1		
B3	TOTAL PART B				

C2.2.3 Part C: Supply, Deliver, Install, Test, and Commission a 200kVA Standby Diesel Generator and a 30kVA Standby Diesel Generator

ITEM NO.	DESCRIPTION	PRICE
A	Total Part A	
B	Total Part B	
C	Grand Total Excl. VAT	

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Works Information	4-32
Annexure A	Similar Generator Features Exhibition	33
Annexure B	Safety Health and Environmental Specification	34
Total number of pages		34

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK	1
SECTION 1.....	4
1 Description of the <i>works</i>	4
1.1 Executive overview.....	4
1.2 <i>Employer's</i> objectives	4
1.3 Scope of Works.....	4
1.4 Interpretation and terminology	6
2 Engineering and the <i>Contractor's</i> design	7
2.1 <i>Employer's</i> design	8
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design.....	10
3 Execution of the work.....	10
3.1 Temporary <i>works</i> , site services & constraints	10
3.2 Completion, testing, commissioning, and correction of Defects	13
4 Plant and Materials Standards and Workmanship.....	14
4.1 Investigation, Survey and Site Clearance	14
4.2 Standards.....	14
4.3 Warranty	15
4.4 Extent of the Work	15
SECTION 2.....	22
5 Management and start up	22
5.1 Management meetings	22
5.2 Progress meetings.....	23
5.3 Documentation Control.....	23
5.4 Safety risk management	24
5.5 Environmental constraints and management.....	25
5.6 Quality assurance requirements	26
5.7 Programming constraints	27
5.8 Insurance provided by the <i>Employer</i>	28
5.9 Contract change management	28
5.10 Provision of bonds and guarantees.....	28
5.11 Records of Defined Costs, payments & assessments of compensation events kept by the <i>Contractor</i>	28
5.12 The <i>Contractor's</i> Invoices	28

5.13	People	29
5.14	Industrial Action by <i>Contractor</i> Employees	30
ANNEXURE A: SIMILAR GENERATOR FEATURES EXHIBITION		32
ANNEXURE B: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATION.....		33

SECTION 1

1 Description of the *works*

1.1 Executive overview

The scope of works covers the supply, delivery, installation, commissioning, testing, and handover of:

- One (1) 200kVA 230/400 V AC 50 Hz standby diesel generator for the Transtel building, complete with automatic changeover panel, cable, and wiring, for Infrastructure Electrical at the Port of Richards Bay.
- One (1) 30kVA 230/400 V AC 50 Hz standby diesel generator for the Berthing Facility, complete with automatic changeover panel, cable, and wiring, for Infrastructure Electrical at the Port of Richards Bay.

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

1.2 *Employer's* objectives

The *Employer's* objectives are:

To upgrade the backup generator supply by replacing the existing standby plant at the Transtel building, and to install the backup generator supply at the Berthing facility. The work that the *Contractor* is to perform involves the supply, delivery, and installation of a 200kVA 230/400 V AC 50 Hz standby diesel generator for the Transtel building and a 30kVA 230/400 V AC 50 Hz standby diesel generator for the Berthing facility. The works shall include the installation of a new automatic changeover panel, cable, and wiring. The supply, delivery, installation, commissioning, testing, and handover shall be done and tested as per technical specification. The installation shall be done in accordance with SANS 10142-1 and other applicable standards.

1.3 Scope of Works

1.3.1 General

- 1.3.1.1 The diesel generator set shall be fully operational and functional units when delivered according to this specification.
- 1.3.1.2 This specification entails the supply, delivery, installation, commissioning, testing, and handover of a 200kVA 230/400 V AC 50 Hz standby diesel generator for the Transtel building and a 30kVA 230/400 V AC 50 Hz standby diesel generator for the Berthing facility in the Port of Richards Bay.

- 1.3.1.3 The *Contractor* shall install established brands of electrical equipment that adhere to SANS standards.
- 1.3.1.4 The 200kVA generator shall be controlled by the Deep Sea Electronics (DSE) intelligence controller with an automatic changeover panel as per the existing plant and equipment on site. The existing Lovato Genset Controller will need to be replaced with the Deep Sea Electronics (DSE) Controller and the existing automatic changeover panel will also need to be upgraded to suit the capacity of the new generator.
- 1.3.1.5 The 30kVA generator shall be controlled by the Deep Sea Electronics (DSE) intelligence controller with an automatic changeover panel as per the existing plant and equipment on site.
- 1.3.1.6 The intelligent controller shall display main volts; generator amps, frequency; engine hours run, oil pressure, speed, etc.
- 1.3.1.7 The *Contractor* shall ensure that all the cabling is renewed between the Automatic Mains Failure Panel and the Genset for the Transtel generator.
- 1.3.1.8 The *Contractor* shall remove the existing generator from the site (Transtel) to an area that will be indicated by the Transnet National Ports Authority.
- 1.3.1.9 The *Contractor* shall complete all electrical work in accordance with SANS 10142 part 1.
- 1.3.1.10 The *Contractor* shall build a concrete plinth on site for the Berthing generator. The plinth is to have the following requirements:
- The generator plant shall be installed on a reinforced concrete plinth, which must be raised above the ground line to prevent water ingress and corrosion.
 - The base shall be made of reinforced concrete at least 350mm thick and overlap the plant by 500mm all round.
 - The plinth must protrude 150mm above the ground line.
 - The concrete shall have the strength of 30MPa after 28 days. It is essential that the base is level.
 - The edges of the base shall be tapered for neatness.
 - Concrete bases shall be cast in position at least 28 days prior to installation of the plant.
 - The base frame of the plant must be bolted/bracketed to the concrete base.
 - Provision must be made in the base for the cable entry and the main earth wire connection.
 - A malthoid strip shall be placed between the concrete base and the generator.
 - The generator floor shall withstand the maximum weight of the generator.
 - Any designs required for this plinth shall be made by the *Contractor* and must be approved by a Professional Registered Engineer/Professional Registered Technologist where applicable.

1.3.1.11 The *Contractor* shall allow for civil work i.e., Mounting of the genset and removal of the existing Genset for the Transtel generator.

1.3.1.12 The *Contractor* is required to include provisions for the following (Transtel generator):

1.3.1.12.1 Depending on the type of generator that will be used provision for fabrication and connection of the generator to the existing air ventilation outtake, or the *Contractor* should ensure that the generator is adequately ventilated.

In case of fabrication and interconnection, the service provider shall make a provision for the following:

- Design, fabricate, and install an air outtake system to be connected to the existing outlet vent system. The air outtake should ensure efficient ventilation, conforming to relevant safety and performance standards, while maintaining operational integrity under full load conditions.

1.3.1.12.2 Fabrication and connection of generator exhaust system:

- Provide fabrication and installation services to connect the new generator exhaust system to the existing exhaust outlet. The exhaust connection should be designed to minimize backpressure and maintain compliance with emission regulations and acoustic performance standards. Ensure all materials used are corrosion-resistant and rated for high-temperature operation.

1.3.1.12.3 All works must comply with the latest industry standards and safety regulations, ensuring seamless integration with the existing infrastructure.

1.3.1.13 The *Contractor* shall be responsible for replacing glands with CCG enviro-gland for the Transtel generator. The *Contractor* shall use the CCG enviro-glands where applicable.

1.3.1.14 The *Contractor* shall be responsible for securing all cabling properly, (i.e., If racking is necessary, it shall be installed).

1.3.1.15 The *Contractor* shall be responsible for the labelling of all cables and wiring.

1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Table 1: Abbreviations used in this Works Information:

Abbreviation	Meaning Given to The Abbreviation
AC	Alternating Current
ATS	Automatic Transfer Switch
BBBEE	Broad-Based Black Economic Empowerment
CCG	Captive Component Gland
CEMP	Construction Environmental Management Plan

CIDB	Contracting Industry Development Board
COLTO	Committee of Land Transport Officials
CSHEO	<i>Contractor's</i> Safety, Health, and Environmental Officer
DC	Direct Current
DOL	Department of Labour
DWG	Drawings
ECC	Engineering and Construction Contract
EMP	Environmental Management Plan
EMPR	Environmental Management Programme
EO	Environmental Officer
HAZOP	Hazard and Operability Study
IEC	International Electrotechnical Commission
IP	Ingress Protection
ISO	International Organization for Standardization
IT	Information Technology
KVA	Kilovolts - Ampere
KW	Kilowatts
L	Litres
NQF	National Qualification Framework
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
PMG	Permanent Magnet Generator
PPE	Personal Protective Equipment
PR	Purchase Requisition
QA	Quality Assurance
QCP	Quality Control Plan
R&D	Research and Development
RMS	Root Mean Square
SANS	South African National Standards
SHE	Safety, Health, and Environment

2 Engineering and the *Contractor's* design

2.1 Employer's design

2.1.1 General

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

2.1.2 Contractor's Technical Response

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

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

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

2.1.2.4 *Contractors* shall design and interface the existing generator's exhaust system into the new generator's exhaust system.

2.1.2.5 *Contractors* shall provide calculations and any assumptions made must be stated clearly.

2.1.2.6 Where applicable, the *Contractor* must indicate specifications where the units are and will be tested.

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

2.1.3 Chassis for both generators

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

2.1.4 Canopy Features for the Berthing Generator

- Shall have ventilation parts designed with modular principles.

- Shall be weather resistant and lined with sound-reducing foam.
- All metal canopy parts shall be painted with powder paint.
- Shall have panel window.
- Shall have lockable doors on each side.
- Shall be easily maintainable and operated.
- It shall be easily liftable and moveable.
- Shall have thermally insulated engine exhaust system.
- Shall have exterior emergency stop push button.
- Shall have sound attenuated.

2.2 Control System

The *Contractor* will be required to interface the new generator with the new control panel. The control panel must indicate the following:

2.2.1 Automatic mains failure control panel

- Controller with Automatic Transfer Switch (ATS).
- Emergency stop.
- Static battery charger.

2.2.2 Generating set control module

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

2.2.3 Metering via LCD display

- Main volts (L-L/L-N)
- Generator amps (L1, L2, L3)
- Generator frequency, generator (cos)
- Engine hours run, plant battery (volts)
- Engine oil pressure (psi and bar)
- Engine speed (rpm)
- Engine temperature (rpm)
- Engine temperature (degrees)

2.2.4 Automatic shutdown and fault conditions

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

2.2.5 Functional Description

- The system shall allow for the interface of all the subsystems as per requirement.
- The system shall be manually switched over, started, and shutdown as and when needed by port personnel.

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

2.3.1 The *Contractor* shall address the following procedures:

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

3 Execution of the work

3.1 Temporary *works*, site services & constraints

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

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

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

- 3.1.1.3 The *Contractor* must ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the premises.
- 3.1.2 The *Contractor* complies with the following requirements of the *Employer*:
 - 3.1.2.1 The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.
 - 3.1.2.2 The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.
 - 3.1.2.3 The *Contractor* shall ensure the safe passage of the *Contractor's* traffic to and around the site and working areas at all times that includes providing flagmen, protective barriers, signage, etc., for protection, direction, and control of traffic.
- 3.1.3 Restrictions to access on site, roads, walkways, and barricades.
 - 3.1.3.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the site and working areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- 3.1.4 The *Contractor* complies with the following road safety regulations and requirements of the *Employer*:
 - 3.1.4.1 The speed limit on most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, and access cards/permit will be revoked if found to be non-compliant.
 - 3.1.4.2 People restrictions on site; hours of work, conduct, and records:
 - 3.1.4.3 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.
- 3.1.5 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the site:
- 3.1.6 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime, the *Contractor* shall apply in writing and obtain approval from the *Project Manager* / *Employer*.
- 3.1.7 The *Contractor* keeps daily records of his people engaged on the site and working areas (including subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.8 Health and safety facilities on site:

3.1.8.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.

3.1.8.2 In the event of a fire on the work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance with the *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.

3.1.8.3 The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.

3.1.8.4 The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.

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

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

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

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

3.1.10 The *Contractor* provides a notice board:

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

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

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

3.1.12 *Contractor's* equipment:

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

3.1.13 Equipment provided by the *Employer*.

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

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

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

3.1.15 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.16 Control of noise, dust, water, and waste:

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

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The work to be done by the Completion Date:

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

Table 2: Works' completion

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

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

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

3.2.3 Take over procedures:

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

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

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

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

4.2 Standards

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

STANDARDS ADHERENCE

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

FOR QUALITY CONTROL:

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

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

RELEVANT STANDARDS SANS Standards:

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

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

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

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

SANS 10111 (Latest): Engineering drawing.

SANS 10142 (Latest): The wiring of premises.

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

ISO Standards:

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

NRS Practices

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

IEC Standards:

IEC/EN 60947-2 (Latest): Circuit breakers.

4.3 Warranty

4.3.1 A minimum of twelve (12) months shall be provided on all Workmanship once the equipment is supplied.

4.3.2 A Warranty certificate and compliance certificate are to be provided.

4.4 Extent of the Work

TECHNICAL SPECIFICATIONS

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

4.4.2 With reference to the technical requirements detailed below and throughout this specification, and the potential alternatives as discussed in Section 2:

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

4.4.3 Technical Specification and Requirements.

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

- **Transtel Building – Standby Plant Room:**

- a. Supply and install a 200kVA standby diesel generator.

- b. Rated voltage: **230/400V.**

- c. Switching: Automatic and manual.
- d. Supply and install a 185 mm² copper conductor cable.
- e. Install cable trays.
- f. Install and interface the existing exhaust system with the new generator's exhaust system.

• **Berthing facility – Standby Diesel Generator:**

- a. Supply and install a 30kVA standby diesel generator.
- b. Rated voltage: **230/400V**.
- c. Switching: Automatic and manual.
- d. Supply and install a 10 mm² copper conductor cable from a generator to a distribution board.
- e. Install cable trays.

4.4.3.2 The *Contractor* shall submit the catalogue of the generator that they are offering; if not provided the *Contractor* will not be considered for further evaluations.

Table 3: Minimum Technical Requirements of Each Generator

Diesel Generator Set	3 Phase 200kVA Generator	3 Phase 30kVA Generator
Standby Power Output	220 kVA	33kVA
Prime	200 kVA	30kVA
Rated Voltage	230/400V AC or (220/380V AC)	230/400V AC
Power factor	0.8	0.8
Speed Control Type	Electric/Electronic	Electric/Electronic
Phase	3 Phase	3 Phase
Fuel Tank Capacity	520Litres	100Litres
System Voltage	24V	12V
Frequency	50 Hz	50 Hz
<u>Alternator</u>		
Excitation Type	Single-bearing, Brushless, Self-exciting, or PMG	Single-bearing, Brushless, Self-exciting, or PMG
Insulation and Protection	Class-H with circuit breaker protection	Class-H with circuit breaker protection
Protection class	IP23 standard / screen protected /	IP23 standard / screen protected /

	drip-proof	drip-proof
<u>Engine</u>		
Output Power	≈175 kW	≈ 29 kW
Frequency	50 Hz	50 Hz
Number of Cylinders	Six (6) cylinders	Four (4) cylinders
Aspiration	Turbocharged and charged air cooled	Turbocharged
Cylinder bore/Stroke	126mm x 130mm	90mm x 100mm
Cycle	Four (4) strokes	Four (4) strokes
Rated speed	1500 rpm	1500 rpm
Fuel Type	Diesel	Diesel
Combustion system	Direct injection	Direct injection
Cooling method	Water-cooled radiator/fan	Water-cooled radiator/fan
Displacement	9.726L	2.54L
Compression ratio	17:01	17:1
Coolant capacity	35L	12.5L
Lubrication/engine oil capacity	22L	8L
Silencer	Exhaust silencer	Exhaust silencer
Battery	Maintenance-free battery including rack and cables	Maintenance-free battery including rack and cables
Governor Type	Electronic	Electrical
Starter	24V DC charge alternator	12V DC charge alternator
Filters	Replaceable fuel filter/oil filter/dry element air filter	Replaceable fuel filter/oil filter/dry element air filter
Fuel system	In-line fuel injection pump	In-line fuel injection pump
<u>Chassis</u>		
Generator set mounting	Heavy-duty fabricated, galvanized steel base frame	Heavy-duty fabricated, galvanized steel base frame
Base frame	Allow lift or push/pull the generator	Allow lift or push/pull the generator
Base frame	Incorporate an integral fuel tank	Incorporate an integral fuel tank
Fuel tank	Fuel tank equipped with a dial-type fuel gauge	Fuel tank equipped with a dial-type fuel gauge
Generator chassis	Chassis with anti-vibration pads	Chassis with anti-vibration pads
<u>Plinth</u>		Concrete plinth for a generator

<u>Canopy/Enclosure</u>		Supplied with build-in Canopy
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4.2.3.2 The specification requirements for the control panel are listed as follows:

Table 4: Minimum Technical Requirements of the Control Panel:

Control System	3 Phase 200kVA Generator	3 Phase 30kVA Generator
<u>Control Panel Enclosure</u>		
Steel type	Stainless Steel (3CR12), rated at IP65	Stainless Steel (3CR12), rated at IP65
Colour	Powder coated orange (B26)	Powder coated orange (B26)
Doors features	Doors fitted with rubber seals	Doors fitted with rubber seals
Dimensions	1500 x 7500 x 400 mm (H x W x D)	
<u>Controller</u>	Deep Sea Electronics (DSE) Controller	Deep Sea Electronics (DSE) Controller
<u>Auto Mains Failure Control Panel</u>		
Emergency stop	Emergency stop push button	Emergency stop push button
Battery charger circuit	Static battery charger	Static battery charger
<u>Generating set control module</u>		
Monitors	Monitor a main supply and automatically start a generator	Monitor a main supply and automatically start a generator
Alarm	Shutdown alarms	Shutdown alarms
Stop/Reset	STOP/RESET-MANUAL-AUTO-TEST-START	STOP/RESET-MANUAL-AUTO-TEST-START
<u>Metering Via LCD Display</u>		
Mains volts	Mains volts (L-L/L-N)	Mains volts (L-L/L-N)
Generator amps	Generator amps (L1, L2, L3)	Generator amps (L1, L2, L3)
Generator display	Generator frequency; generator (cos)	Generator frequency; generator (cos)
Engine and plant battery display	Engine hours run; plant battery (volts)	Engine hours run; plant battery (volts)
Engine oil pressure	Engine oil pressure (psi and bar)	Engine oil pressure (psi and bar)
Engine speed	Engine speed (rpm)	Engine speed (rpm)
Engine temperature	Engine temperature (degrees C)	Engine temperature (degrees C)

<u>Automatic Shutdown and Fault Conditions</u>		
Speed	Under/over speed; fail to start	Under/over speed; fail to start
Engine temperature	High engine temperature; fail to stop	High engine temperature; fail to stop
Oil pressure	Low oil pressure; charge fail	Low oil pressure; charge fail
Generator volts	Under/over generator volts	Under/over generator volts
Generator frequency	Under/over generator frequency	Under/over generator frequency
Emergency stop/start	Emergency stop/start failure	Emergency stop/start failure
Mains voltage	Under/over mains voltage	Under/over mains voltage
Charge	Charge failure	Charge failure
<u>Automatic Changeover Panel</u>		
Transfer Switch	315/400Amps - 4P Automatic Changeover Switch - COSM-0400A4P	63Amps - 4P Automatic Changeover Switch - COSM-0063A4P
Isolators	Three-phase Isolators – (350A/400A) (NS400NA), rated capacity – 380/415V (Icu 50kA)	Three-phase Isolators – (63/100A) (NSX100F), rated capacity – 380/415V (Icu 36kA)
Circuit Breakers (CB)	Single-phase Circuit Breaker (CB) – In 10A, 230V, kA rating (Icu 5kA)	Single-phase Circuit Breaker (CB) – In 10A, 230V, kA rating (Icu 5kA)
Phase Monitoring Relays	Power Relay, 230V AC Coil, 10A Switching Current, 3PDT	Power Relay, 230V AC Coil, 10A Switching Current, 3PDT

4.2.3.3 The Technical criteria:

Table 5 below is a proposed technical criterion for the works.

Table 5: Technical Criteria

Prequalification Criteria	1. CIDB Registration with 2 EB or 2 EP grading 2. Wiremen's license (3 Phase Installer) from the Department of Labour (DOL)		
Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points

Evaluation Schedule: T2.2-04 Management & CVs of key personnel	The <i>Contractor</i> must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service		
	Organizational structure is to be site-specific and include a clear indication of roles and responsibilities and the specific function of each team member.	5	25
	Proof of education and training must be attached, experience will only be evaluated considering the required qualification is attached.		
	Qualification and experience of key staff required but not limited to:		
	Project Manager/Site Supervisor	6	
	Electrician	8	
	Mechanic	6	
Evaluation Schedule: T2.2-05 Method Statement	The <i>Contractor</i> must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.		
	Description of Works The <i>Contractor</i> shall provide a detailed description of the work to be carried out, including the scope, objectives, and deliverables of the project. It must outline the tasks involved and identifies any specific materials, equipment, or resources required.	4	30
	Methodology The <i>Contractor</i> shall describe the step-by-step procedures and methodologies to be followed during the execution of the project. It must include detailed instructions on how each task will be performed, including any technical specifications, standards, or regulations that need to be adhered to.	8	
	Risk Assessment and Control Measures The <i>Contractor</i> shall identify potential hazards and risks associated with the project and outlines the control measures to mitigate them. It must include safety precautions, emergency procedures, and any necessary personal protective equipment (PPE) required to ensure the safety of personnel and property.	7	
	Resource Management, The <i>Contractor</i> shall address the allocation and management of resources such as manpower, equipment, materials, and budget. It must outline the responsibilities of key personnel, scheduling considerations, and any logistical arrangements necessary to support the project activities.	7	
	Quality Assurance and Compliance. The <i>Contractor</i> shall focus on ensuring that the work is carried out to the required quality standards and in compliance with relevant regulations, codes, and industry best practices. It may include procedures for quality control	4	

	inspections, testing, and documentation to verify the integrity and performance of the completed work.		
Evaluation Schedule: T2.2-06 Programme	The tender must provide a Programme which provides the details that would indicate the order and timing of activities to carry out the services in terms of the <i>Employer's</i> requirements and within the stipulated timeframes per service interval.		
	The Contractor shall demonstrate the following:		10
	- The programme that addresses specific project objectives. - The programme that contains logic and sequencing which is accurate. - The complete scope that is captured and decomposed in the programme to the level required in the scope covering the following: - Task names, - Task duration, - Task dependencies, - Resource names or roles, - Task hierarchies and critical path.		
Evaluation Schedule: T2.2-07 Previous Experience	The <i>Contractor</i> must demonstrate their relevant experience with regards to the delivery and construction of similar works as detailed in the Works Information with reference to:		
	The <i>Contractor</i> must demonstrate their relevant experience regarding the supply and installation of similar works as detailed in the Works Information with references to substantiate experience indicated showing: Signed reference letters/completion certificates must be provided as proof of previous experience, the following information should be present: - Project description – detailed project scope describing the nature of work (related to the supply, delivery, and installation of standby diesel generators). - Customer name and contact details. - Contract value and duration. - Project start and end date.		35
			35
Total Weighting:		100	100
Minimum qualifying score required:			60

SECTION 2

5 Management and start up

5.1 Management meetings

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

Table 6: Meetings

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

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

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

5.2 Progress meetings

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

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

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

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

Table 7: Progress reporting

Item	Description	Frequency
1.	General Planning Report and revised network if logic has changed since the previous report.	Weekly

5.3 Documentation Control

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

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

- Certificate of Compliance – Supplied by the *Contractor*.
- Equipment data sheets - Supplied by the *Contractor*.

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

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

5.4 Safety risk management

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

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

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

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

- The *Contractor* shall attend Transnet National Ports Authorities safety induction training before starting with the work.

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

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

5.5 Environmental constraints and management

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

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

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

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

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

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

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

on the site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on site.

5.6 Quality assurance requirements

5.6.1 Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work and activities that will be covered under the services at the time of tender as part of the bid. The Quality Management Plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.

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

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

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

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

5.6.4 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

5.6.5 The *Project Manager* indicates those documents required to be submitted for either information, review, or acceptance and the *Contractor* indicates such requirements within his

register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

- 5.6.6 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resource allocation, QA, and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the Works Information.

5.7 Programming constraints

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

5.7.10 The *Contractor's* programme shows the following levels:

- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.

5.8 Insurance provided by the *Employer*

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

5.9 Contract change management

5.9.1 No additional requirements apply to the ECC Clause 60 series.

5.10 Provision of bonds and guarantees

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

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

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

5.11 Records of Defined Costs, payments & assessments of compensation events kept by the *Contractor*

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

- Services completed in an acceptable service sheet format.

5.12 The *Contractor's* Invoices

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

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

5.12.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number.

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

5.12.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd, Port of Richards Bay
Bayvue Centre, Ventura Road
P O Box 181
Richards Bay
3900

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

Invoices submitted by hand are presented to:

Transnet SOC Ltd, Port of Richards Bay
Bayvue Centre, Ventura Road
Richards Bay
3900

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

The invoice is presented as an original.

5.13 People

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

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

5.13.2 Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile, or bird from the site and/or working areas,

the *Contractor* engages a Sub-*Contractor* who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

5.13.3 The *Contractor* complies with the following PIRPMP.

5.13.4 ***Contractor Liability:***

5.13.4.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts, or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.

5.13.4.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

5.13.4.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

5.13.4.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

5.13.4.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible for communicating with its employees on site details of the plan.

5.14 Industrial Action by *Contractor* Employees

5.14.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that could potentially be interrupted by industrial action in delivering the Service.

5.14.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

5.14.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

5.14.3.1 To prepare and deliver an Industrial Action Report to Transnet within two (2) hours of the commencement of industrial action. If the industrial action persists, the *Contractor* is required to deliver the report at 8h30 each day.

5.14.3.2 The Industrial Action Report must provide at least the following information:

5.14.3.2.1 Industrial incident report.

5.14.3.2.2 Attendance register.

5.14.3.2.3 Productivity/progress to schedule reports.

5.14.3.2.4 Operational contingency plan.

5.14.3.2.5 Site security report.

5.14.3.2.6 Industrial action intelligence gathered.

5.14.3.3 The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.

5.14.3.4 The *Contractor's* management is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

5.14.4 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

5.14.5 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access to its premises unless otherwise authorized; such person will be deemed trespassing.

ANNEXURE A: Similar Generator Features Exhibition



Figure 1: Existing Transtel Control Panel.



Figure 2: Similar Concrete Plinth for Berthing Generator.

Transnet National Ports Authority
Tender Number: TNPA/2024/10/0002/79914/RFQ
Description of the Works: For the Supply, Delivery, and Installation of a 200KVA Standby Diesel Generator for the Transtel Building and a 30KVA Standby Diesel Generator for the Berthing Facility at the Port of Richards Bay on a once-off period

PART C4: SITE INFORMATION

Document Reference	Title	Page Numbers
C4	This cover page	1
	Site Information	2
	Total number of pages	3

PART C4: SITE INFORMATION

Core clause 11.2 (16) states.

"Site Information is information which:

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

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

1. Description of the Site and Its Surroundings

1.1. General Description

- 1.1.1 The area where the work is to be constructed is at Bayvue Area in the Port of Richards Bay. Access to the Port of Richards Bay and the work site is at the East security entrance and Bayvue security entrance, respectively. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which state that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility."
- 1.1.2 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose their access permit, these must be replaced at the cost of R360.00 per person, which the *Contractor* will be incurred of. This must also apply if permits are not returned at the end of the project completion.
- 1.1.3 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Safety, Health, Environmental, and Quality policy. No person(s) may enter the Site and undertake work until undergoing the mandatory induction. The Port personnel must arrange the induction at no cost to the *Contractor*. Prior arrangements must be made with the *Project Manager*.

1.2. Existing Plant Room and Machinery on the Site

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



Transnet National Ports Authority

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Figure 1: Site Layout