

TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.

RFP NUMBER	: TNPA/2023/02/0009/22697/RFP
ISSUE DATE	: 16 MAY 2023
COMPULSORY BRIEFING	: 30 MAY 2023
CLOSING DATE	: 15 JUNE 2023
CLOSING TIME	: 16H00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the Port of Richards Bay:</p> <p>Transnet National Port Authority (TNPA) Bayvue Centre Osizweni Boardroom Ventura Road Port of Richards Bay.</p> <p>On 30 MAY 2023, at 10:00am for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p>A Site Walk will take place after the Briefing session, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 PM on 15 JUNE 2023</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;

- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - unduly high or unduly low tendered rates or amounts in the tender offer;
 - contract data of contract provided by the tenderer; or
 - the contents of the tender returnables which are to be included in the contract.



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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

C2.2 Activity Schedule

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Lead
	Name:	Lungelwa Mxokozeli
	Address:	Transnet National Port Authority Admin Building (eMendi) N2, Neptune Road, Off Klub Road Port of Ngqura Port Elizabeth 6212
	Tel No.	0648035592
	E – mail	Lungelwa.Mxokozeli@transnet.net

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

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

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

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9 EP** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **9 EP** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

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

3. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 points**.

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

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

C.2.7

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

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The Employer's details and identification details that are to be
C2.15.1 shown on each tender offer are as follows:

Identification details: The tender documents must be uploaded with:

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

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

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

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

Time: **16:00PM on 15 JUNE 2023**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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 in respect of each of the criteria are as follows:

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-05 Programme	The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes. The Tenderer shall produce a level 4 schedule according to the Employer's objectives		
	<p>The tenderer shall demonstrate the following: Starting date and completion date are stated, and the schedule does not exceed seventeen (17) months.</p> <p>5. Detailed Level 3 Programme with supportive Information on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met.</p> <p>6. All activities as per level 3 detail to be logically tied using critical path method (CPM).</p> <p>7. All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g., weekends as non-working periods.</p>		10

	8. Programme submission Format in either MS project or Primavera and basis of schedule.	
Evaluation Schedule: T2.2-06 Management & CV's 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	
	<p>Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.</p> <p>Qualification and experience of key staff required but not limited to: Project Manager with SACPCMP and/or PMP</p> <ul style="list-style-type: none"> ▪ Civil Engineer/Technologist registered with ECSA ▪ Electrical Engineer/Technologist registered with ECSA ▪ Construction Manager registered with SACPCMP ▪ Structural Engineer ▪ Artisan with Trade Test ▪ Environmental Practitioner with EAPASA registration ▪ Health and Safety Practitioner registered with SACPCMP 	15
Evaluation Schedule: T2.2-07 Quality Plan	Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard QAL-STD-0001 - General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:	
	<p>Project Quality Plan for the contract SHALL cover project scope and be aligned to QAL-STD-0001 General Quality Requirements for Contractors and Suppliers.</p> <ul style="list-style-type: none"> ▪ Quality Manual that is aligned to ISO 9001:2015 QMS requirements ▪ Project Specific Quality Data Book Index ▪ Quality Officer with Quality Diploma/Certificate, ISO 9001:2015 QMS Understanding and Implementation and Auditing trainings, with a minimum of 3 years' experience in similar projects. ▪ Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope. 	5

<p>Evaluation Schedule:</p> <p>T2.2-08 Environmental Management</p>	<p>The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to:</p> <p>a) Transnet SOC Limited – Environmental Risk Management Policy or any other similar policies.</p> <p>b) Project Environmental Specification (PES) which comprises of the following as a minimum:</p> <ul style="list-style-type: none"> ▪ Standard Operating Procedure for Construction Environmental Management; ▪ Minimum Standards for Construction Environmental Management. <p>Where applicable, the following may also apply:</p> <ul style="list-style-type: none"> ▪ Any other operational/maintenance environmental plans or specifications. <p>The tenderer must provide an environmental policy signed by Top Management which, as a minimum:</p> <ul style="list-style-type: none"> ▪ Is appropriate given the purpose and context of the tenderer's business; ▪ Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations; ▪ Includes a commitment to the protection of the environment, including prevention of pollution; ▪ Provides framework for setting environmental objectives; and ▪ Includes a commitment to continual improvement of their EMS. <p>The tenderer must be able to outline plan to attain Environmental Authorization for the project:</p> <ul style="list-style-type: none"> ▪ Environmental Impact Assessment; ▪ Marine Impact Assessment; ▪ Any other environmental or energy use authorization deemed necessary. <p>The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.</p>	<p>10</p>
<p>Submit the following documents as a minimum with your tender</p>		

Evaluation Schedule: T2.2-09 Health and Safety Plan	<ol style="list-style-type: none"> 7. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements are: <ul style="list-style-type: none"> ▪ Commitment to Safety and health ▪ Continual improvement, ▪ Compliance to legal requirements, appropriate to the nature of contractor's activities, ▪ Hold management accountable for development of the safety systems ▪ Include objectives and targets. 8. Roles & Responsibilities such as: <ul style="list-style-type: none"> ▪ S16.2 assistant to the CEO; ▪ CR8.1 Construction Manager (registered with SACPCMP); ▪ Health and Safety Manager (registered with SACPCMP); ▪ CR8.5 Safety officer (registered with SACPCMP); ▪ CR8.7 Construction Supervisor; ▪ CR9.1 Risk Assessor; ▪ 17.1 SHE Reps; ▪ GSR 3(4) First aider etc. as per the Occupational health and safety Act 85 of 1993; and ▪ COVID -19 Compliance Officer. 9. List of job categories for project and competencies required per category and develop a training matrix for all employees who will be working on the project. This matrix must include Management, key persons/legal appointees and highlight training planned dates. 10. Overview of the project specific baseline Risk Assessment (RA), indicating major activities of the project namely: <ul style="list-style-type: none"> ▪ Preliminary Surveys, ▪ Site Establishment; and ▪ Erection and construction of grid-tied onshore solar plant and rooftop which incorporate distribution infrastructure. 11. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. 12. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g). 	<p style="text-align: center;">15</p>
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Evaluation Schedule: T2.2-10 Previous Experience	<p>Tenderers are required to demonstrate their experience in the delivery of renewable energy solar plant works (design, construction, operation and maintenance) within the period of the past 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience:</p>	<p>25</p>
Evaluation Schedule: T2.2-11 Method Statement	<p>The Service Provider must provide a detailed Engineering Work and Construction methodology procedure; and Operation & Maintenance philosophy covering the below items as per the Scope of Works:</p> <p>Project Management</p> <ul style="list-style-type: none"> ▪ Procurement; ▪ Planning which includes schedule and costing; ▪ Quality assurance and expediting; ▪ Site Supervision; ▪ Construction Management; ▪ Installation including support structures, PV panels, DC and AC wiring, inverters, distribution, boards, data loggers, SCADA; ▪ Testing; and ▪ Commissioning which includes issuing of test reports, O&M manual and certificate of compliance. <p>Engineering Designs and Studies</p> <ul style="list-style-type: none"> ▪ Detail design and energy simulation of the new solar plant farm that includes a battery energy storage system; ▪ TNPA approval for the system capacity, design and layout; ▪ Required grid studies supply and installation of all materials required to complete the system; ▪ Detail scope of work; ▪ Development of Environmental Impact Assessment (/Environmental Authorization to be issued to TNPA); ▪ Civil engineering requirements within the plant area; ▪ Single line diagrams; ▪ Construction plan; ▪ Bill of Material; ▪ Risk Management Plan; and ▪ Testing and commissioning of new installations. <p>Construction work (see site information of geographic location of the sites)</p> <ul style="list-style-type: none"> ▪ Grid tied solar plant system including distribution infrastructure as per detail design (size of the available land 682 998 m²); and 	<p>20</p>

	<ul style="list-style-type: none"> Rooftop PV system as per detail design (size of the available rooftop is 6 720 m²). <p>Equipments</p> <ul style="list-style-type: none"> Primary plant equipment; Control plant equipment; Cables; and Telecommunication equipment. <p>Operational and maintenance requirements</p> <ul style="list-style-type: none"> Maintenance Strategy; Annual maintenance and service level agreement; and Operating and maintenance training. <p>Documentation to be handed over to TNPA (Native file)</p> <ul style="list-style-type: none"> Details design must handed over TNPA; Maintenance documents; Drawings; and Any other relevant documents pertaining to this project. 	
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Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-03 Programme
- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Quality Management
- T2.2-06 Environmental Management
- T2.2-07 Health and Safety Requirements
- T2.2-08 Previous Experience
- T2.2-09 Method Statement

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

C.3.12.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

SHOULD THE BBBEE RATING NOT BE PROVIDED, TENDERERS WITH NO VERIFICATION WILL SCORE ZERO POINTS FOR PREFERENCING

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

C.3.13

Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
-

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
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T2.1 List of Returnable Documents

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

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

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Management of CV's & Key Personnel
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Environmental Management
- T2.2-07 **Evaluation Schedule:** Health and Safety Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-15 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-23 Job Creation Schedule



1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 Form of Intent to provide a Performance Guarantee
- T2.2-26 Foreign Exchange requirements
- T2.2-27 Forecast Rate of Invoicing
- T2.2-28 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions & Activity Schedule

2.6 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: 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

- 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 **9 EP** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

T2.2-03: Evaluation Schedule: Programme (10 points)

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data Including Environmental, Detail design and Construction

Provision of Dates:

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

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

Resourcing & Equipment:

- The Tenderer indicates for each operation, a statement of how the Tenderer plans to do the work identifying the principal Equipment and other resources which he plans to use.
- The Contractor's programme shows the following levels:
 - Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below

- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline

TRANSNET NATIONAL PORTS AUTHORITY TENDER NUMBER: TNPA/2023/02/0009/22697/RFP

DESCRIPTION OF THE WORKS: FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.

The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 10	The tenderer shall demonstrate the following:					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
Starting date and completion date are stated, and the programme does not exceed 21 months. (Including Environmental, Detail design and Construction)	1	1	No Response or Starting date and completion date not shown = 0%	Starting date and completion date is 23 months or more = 20%	Starting date and completion date between 21 months but less than 23 months = 40%	Starting date and completion date between 19 months but less than 21 months = 60%	Starting date and completion date between 17 months but less than 19 months = 80%	Starting date and completion is less than 17 months = 100%
Activities to be logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column)	2	2	No response or programme does not link activities = 0%	Activities partial linked using CPM and activities open ends in Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) = 20%	Activities partial linked using CPM and activities open ends in Predecessors or Successors (Show the Critical path, Predecessors and Successors Column)= 40%	All activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) = 60%	All activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No Constraint Activities = 80%	All activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No Constraint Activities and put Key Milestones = 100%
All activities as per level 4	3	2	No response or schedule submission is not level 4 or Level 3 (i.e., Level or Level 2) = 0%	The schedule is partially complete and detailed (level 3) = 20%	The schedule is partially complete and detailed (level 4 (Show the Column) = 40%	The schedule is complete and detailed (level 4) = 60%	The schedule is complete and detailed (level 4) and Task mode must be on the auto scheduled (show the task mode column) = 80%	The schedule is complete and detailed (level 4) and Task mode must be on the auto scheduled (show the task mode column). Basis of schedule= 100%

TRANSNET NATIONAL PORTS AUTHORITY TENDER NUMBER: TNPA/2023/02/0009/22697/RFP

DESCRIPTION OF THE WORKS: FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.

The calendar on the schedule should represent the actual work week/ month used. E.g., weekends, public holidays, and builders break are marked as non-working days from start to finish date	4	1	No response = 0%	Weekends are marked as non-working days from start to finish date = 20%	Weekend and Public holidays are marked as non-working days from start to finish date= 40%	Weekends, public holidays, and builders break are marked as non-working days from start to finish date = 60%	Weekends, public holidays, and builders break are marked as non-working days and Time Risk Allowances or Float from start to finish date = 80%	Weekends, public holidays, and builders' breaks are marked as non-working days and Time Risk Allowances and float from start to finish date= 100%
All Major activity durations to be realistic and activities that can be measured in days. (Show the duration Column)	5	2	No response = 0%	All Major Activities durations to be realistic are broken down into Weeks and Months (Show the duration Column) = 20%	All Major Activities durations to be realistic are broken down into days and Weeks and weekends (Show the duration Column) and = 40%	All Major activities durations to be realistic are broken down into days (Show the duration Column) = 60%	All Major or Sub-activities durations to be realistic are broken down into day (Show the duration Column) and = 80%	All Major and All Sub activities durations to be realistic are broken down into days (Show the duration Column) = 100%
Programme submission (Software) in either Microsoft project or Primavera P6	6	2	No response = 0%	Programme submitted not in Microsoft Project nor Primavera P6 nor Excel = 20%	Programme submitted in Microsoft S Excel = 40%	Programme submitted in either Microsoft project or Primavera P6 = 60%	Programme submitted in either Microsoft project or Primavera P6 including resource loading (Show the Column) = 80%	Programme submitted in either Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the Column) = 100%

T2.2-04: Evaluation Schedule - Management & CV's of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:

- Relevant experience
- The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.

1. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager Registered with SACPCMP/ PMP/ Equivalent		
2	Civil Engineer/ Technologist Registered with ECSA/ Equivalent		
3	Electrical Engineer /Technologist Registered with ECSA/ Equivalent		
4	Construction Manager Registered with SACPCMP/ Equivalent		

5	Structural Engineer/ Technologist Registered with ECSA/ Equivalent		
6	Electrician with trade test/wiremans certificate		
7	Environmental Practitioner with EAPASA registration		
8	Health and Safety Practitioner registered with SACPCMP		

The scoring of the Management & CV's of Key Persons will be as follows:

Score 0	Failed to provide information No response.
Score 20	Key staffs do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member
Score 40	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 1 to 3 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.
Score 60	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 3 years but up to 5 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member.
Score 80	Key staff have acceptable levels of relevant experience and qualifications. Keys staff has more than 5 years but up to 7 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member.
Score 100	All Key staff have acceptable levels of relevant experience and qualifications with more than 7 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member.

Index of documentation attached to this schedule:

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T2.2-05: Evaluation Schedule – Quality Management

Reference Standard; QAL-STD-0001 General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Transnet Quality Management Standard QAL-STD-0001 General Quality Requirements for Contractors and Supplier, and ISO 9001:2015 QMS requirements as stated above and should include but not be limited to:

1. Project Quality Plan for the contract SHALL cover project scope and be aligned to ISO 9001:2015 QMS requirements.
2. Valid ISO 9001:2015 certification. If it is a joint venture, any ISO 9001:2015 certificate of those in partnership will be accepted.
3. Project specific Quality Data Book Index
4. CV's, qualifications with at least 3years experience of a Quality personnel who will be on site as shown on the organogram (relevant quality qualification and ISO 9001:2015 training certificates must also be attached). NB: ISO 9001:2015 training certificate (Either implementation or auditing).
5. Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, **standards, specification, and drawings** as required by the project scope.

Score	Project specific Quality Plan for the contract	Valid ISO 9001:2015 certificate	Project specific Quality Data Book Index	CVs, qualifications with experience of a Quality personnel on site	Project specific Quality Control Plan
Points	1	1	1	1	1
Score (0)	No PQP submitted	No ISO 9001:2015 Certificate	No Quality Data book index submitted	No CVs submitted	No QCP submitted
Score (20)	PQP is too generic and is not project specific	N/A	Quality Data book index is not project specific	CV with no quality qualifications and no quality experience	QCPs are too generic and are not project specific
Score (40)	PQP is project specific but inadequate to cover project scope	N/A	Quality Data book index is project specific but does not	CV with less than 3 years quality	QCPs are project specific but inadequate to

			address most project deliverables	experience and no quality qualification and ISO trainings	cover project scope
Score (60)	PQP shows adequate Understanding of project quality requirements	ISO 9001:2015 is in place, but has expired	Quality data book index shows adequate understanding of key project deliverables	CV with 3 years quality experience with limited quality qualifications (with either Dip/BTech Quality without ISO trainings or No Dip/BTech Quality with ISO trainings)	QCPs shows adequate understanding of project quality requirements No Quality Control Intervention points covered
Score (80)	PQP shows above average understanding of the project quality requirements	N/A	Data book index shows above average understanding of the project deliverables	CV has greater than 3 years and less than 5years quality experience with limited quality qualifications (with either Dip/BTech Quality without ISO trainings or No Dip/BTech Quality with ISO trainings)	QCPs show above average understanding of the project deliverables
Score (100)	PQP covers the projects scope and aligned with ISO 9001:2015 QMS requirements.	ISO 9001:2015 Certificate is in place and is valid.	Data book index shows full understanding of all project deliverables, including all relevant tests and certifications to be provided.	CV has more than 5 years quality experience with all relevant quality qualifications (Dip/BTech Quality and ISO trainings)	QCP's covers all engineering disciplines and intervention points with reference to standards, specifications, and drawings.

There must be a clear link to the communications plan, organisational structure, systems, and methodology for executing such services.

Attached submissions to this schedule:

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Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-06: Evaluation Schedule: Environmental Management

To include in the Environmental Returnable Schedule:

1. The Tenderer must provide their Environmental Policy Statement signed by top management, which as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS.
2. The tenderer must provide an Organogram depicting key environmental staff accompanied by CV's showing staff competencies, experience, and qualifications relevant to project environmental management functions. The environmental staff must be registered with EAPASA and relevant experience in the Marine Environment.

Note: The tenderer must indicate in the returnable if the environmental resource will fulfil dual roles that of Environmental Assessment Practitioner i.e., to facilitate the Environmental Impact Assessment process during feasibility and the full time Environmental Officer during construction.

3. The tenderer must provide a list of projects including a brief description of Renewable Energy project scope, capital value and undertakings that the Key Person identified in Management & CVs was involved in together with the client reference contact details. The Tenderer must demonstrate the previous experience of Environmental Assessment Practitioner (EAP) services on undertaking the Basic Assessments/Environmental Impact Assessments (EIAs) processes where Environmental Authorisation was successfully issued for Renewable Energy projects.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

The scoring of the Tenderer's Environmental Management submission will be as follows: *

Points	2	5	3	
Evaluation Schedule: T2.2-08 Environmental Management	<p>The tenderer must provide their environmental management policy, detailing their commitment to the protection of the environment.</p> <ul style="list-style-type: none"> - Commitment to prevention of pollution, - Continual improvement, - Compliance to legal requirements, appropriate to the nature of contractor's activities, - Hold management accountable for development of the environmental management systems - Include objectives and targets. 	<p>The tenderer must provide an Organogram depicting key environmental staff accompanied by CV's showing staff competencies, experience, and qualifications relevant to project environmental management functions. Environmental staff must be registered with EAPASA and relevant experience in the Marine/Water Environment.</p>	<p>The tenderer must provide a list of projects including a brief description of Renewable Energy project scope, capital value and undertakings that the Key Person identified in Management & CVs was involved in together with the client reference contact details. The Tenderer must demonstrate the previous experience of Environmental Assessment Practitioner (EAP) services on undertaking the Basic Assessments/Environmental Impact Assessments (EIAs) processes where Environmental Authorisation was successfully issued for Renewable Energy projects.</p>	10 Points

0	The Bidder provide no response		
20	The tenderer's Policy responds and addresses 1-2 elements above.	The Environmental staff have Environmental Bachelor's Degree or Equivalent without EAPASA registration. The EAP have generally less than one (1) year relevant experience	The EAP has completed one (1) BA/ EIAs for Renewable Energy projects. The list of previous projects does not include descriptions, and/or the reference list is incomplete.
40	The tenderer's Policy responds and addresses 3 elements above.	The Environmental have Environmental Bachelor's Degree or Equivalent with EAPASA registration. The Environmental staff have between one (1) and three (3) years' relevant experience	The EAP has completed two (2) BA/EIAs for Renewable Energy projects
60	The tenderer's Policy responds and addresses 4-5 elements above.	The Environmental staff have Environmental Bachelor's Degree or Equivalent with EAPASA registration. The Environmental staff have between three (3) and five (5) years' relevant experience.	The EAP has completed three (3) BA/EIAs for Renewable Energy projects
80	The tenderer's Policy responds and addresses all the elements above; and additional international good practices.	The Environmental staff have Environmental Bachelor's Degree or Equivalent with EAPASA registration. The Environmental staff have between five (5) and seven (7) years' relevant experience.	The EAP has completed four (4) BA/EIAs for Renewable Energy projects
100	The tenderer's Policy responds and addresses all the elements above; and additional international good practices with certification.	The Environmental staff have Environmental Bachelor's Degree or Equivalent with EAPASA registration. The Environmental staff have more than 8 years of relevant experience.	The EAP has completed five (5) or more BA/EIAs for Renewable Energy projects

* As per defined Evaluation Criteria

T2.2-07: Evaluation Schedule: Health and Safety Management

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution;
 - Continual improvement;
 - Compliance to legal requirements, appropriate to the nature of contractor's activities;
 - Hold management accountable for development of the safety systems; and
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 assistant to CEO; CR8.1 Construction Manager (registered with SACPCMP); Health and Safety Manager (registered with SACPCMP); CR8.5 Health and Safety officer (registered with SACPCMP); CR8.7 Construction Supervisor; CR9.1 Risk Assessor; 17.1 SHE Reps; GSR 3(4) First aider etc. as per the Occupational health and safety Act 85 of 1993 and COVID -19 Compliance Officer.
3. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management, key persons/legal appointees and highlight training planned dates.
4. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely, but not limited to:
 - Preliminary Surveys;
 - Site Establishment; and
 - Erection and construction of grid-tied onshore solar plant and rooftop which incorporate distribution infrastructure.
5. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g) by completing the cost breakdown sheet.

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

Points (15)	1	2	1	3	6	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems, 5) Include objectives and targets.	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPCMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep 7) GSR 3(4) First aider as per the Occupational health and safety Act 85 of 1993 and 8) Construction Health and Safety Manager registered with SACPCMP 9) COVID-19 Compliance Officer	Training Matrix List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management, key persons/legal appointees and highlight training planned dates.	Overview of the Baseline risk assessment Indicating major activities of the project i.e., but not limited to: <ul style="list-style-type: none"> • Preliminary Surveys; • Site Establishment; • Erection and construction of grid-tied onshore solar plant and rooftop which incorporate distribution infrastructure. 	Safety Questionnaire Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation include a an Annexure and complete your company three year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.	Cost Breakdown Sheet. Provide evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5)(b)(iii) read with CR 5(1)(g) by completing the cost breakdown sheet.

Score 0	The Tenderer has submitted no information to determine a score.					
Score 20	1 of the 5 key policy components are recognized and meet the Employer's requirement and it is signed by the Chief Executive Officer.	≤2 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is inadequate to achieve the required standard of service and total score of submitted baseline risk assessment specific to the project.	Information supplied is totally insignificant / inadequate to achieve the required standard of service and total score of supporting documents.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0,1% to 1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meet the Employer's requirement and it is signed by the Chief Executive Officer.	2 ≤ 4 of the Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not	Poor response / answer / solution lacks convincing evidence, medium risk that stated employer's requirements will not be met and total score of submitted baseline risk	Poor response / answer / solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met and total score of supporting documents.	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, 1% –

			signed by responsible personnel.	assessment specific to the project.		2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the Employer's requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met and total score of submitted baseline risk assessment specific to the project.	Satisfactory response / answer / solution to the particular aspect of the requirement ,evidence given that the stated Employer's requirements will be met and total score of supporting documents.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, 2% – 3% of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the Employer's requirements and it is signed by the Chief Executive Officer .	6 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the	Good response / answer / solution which demonstrates real understanding and evidence of ability to meet stated Employer's	Good response / answer / solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements and total	Health and safety Budget submitted is Good response / answer /solution to the returnable, Employer's health and safety

		regulations and TNPA health and safety specification.	matrix are in line with TNPA health and safety specification.	requirements and total score of submitted baseline risk assessment specific to the project.	score of supporting documents.	requirements will be met, 3% – 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the Employer's requirements and it is signed by the Chief Executive Officer.	All 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Training matrix include Management and all employees / personnel in the project. Training matrix had been signed by responsible personnel.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of all required baseline risk assessment specific to the project.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of supporting documents.	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 4% - above of the tender value.

Contractor Safety Questionnaire

1. Safe Work Performance

1A	Injury Experience / Historical Performance – Alberta			0.5
	Use the previous three years injury and illness records to complete the following:			
	Year			
	Number of medical treatment cases			
	Number of restricted workday cases			
	Number of lost time injury cases			
	Number of fatal injuries			
	Total recordable frequency			
	Lost time injury frequency			
	Number of worker manhours			
	Action taken to prevent re-occurrence			
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	

	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours						
	5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours						
1B	Workers' Compensation Experience								
	Use the previous three years injury and illness records to complete the following (if applicable):								
	Industry Code:				Industry Classification:				
	Year								
	Industry Rate								
	Contractor Rate								
	% Discount or Surcharge								
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)					Yes		No		0.5
2. Citations									
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:					Yes		No	
3. Citations									
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									

4A	Submit your company written health and safety plan? Submit for provide a copy for review					2
4C	Health and safety plan should contain the following elements					
		Yes	No		Yes	No
	Health and Safety Policy			Competence, Training and Awareness		
	Incident Management, reporting and Investigation			Emergency Preparedness/Response		
	Recordkeeping & Statistics			Hazard Assessment and Risk Management and training		
	Reference to Legislation			Permit to Work		
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures		
	Roles and Responsibilities			Workplace Inspections		
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19		
	Personal Protective Equipment			Measuring and Monitoring		
	Waste Management			Communication, Participation and Consultation		
	Work Program or look ahead plan			Signs and Notices		
4C	Submit your company pocket safety booklet for field distribution?					0.5
5. Training Program						
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:					1
		Yes	No		Yes	No
	General Rules & Regulations			Confined Space Entry		
	Emergency Reporting			Trenching & Excavation		

	Injury Reporting			Signs & Barricades		
	Legislation			Dangerous Holes & Openings		
	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					1
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		

	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?			Yes		No
	Is the process documented?			Yes		No
	Who leads the discussion?					
6E	Do you have a hazard assessment process?			Yes		No
	Are hazard assessments documented?			Yes		No
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					

	Safety Director/Manager									
	President/Chief Executive Officer									
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually				
	Incidents totalled for the entire company									
	Incidents totalled by project									
	Subtotalled by superintendent									
	Sub totalled by foreman									
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually				
	Costs totalled for the entire company									
	Costs totalled by project									
	Sub totalled by superintendent									
	Sub totalled by foreman/general foreman									
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually				
	Near Miss									
	Property Damage									
	Fire									
	Security									
	Environmental									
8. Personnel										
List key health and safety officers planned for this project. Attach resume (CV and qualification).						0.5				
Name		Position / Title		Designation						
				Category	SACPCMP Number					
9. References										
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program										
Name and Company		Address		Telephone Number						

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing			
14.	H&S Reward & Recognition			

Total Health and Safety Cost (R)	
Total Tender Value (R)	
H&S Cost as % of Tender value	%

T2.2-08: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of grid-tied renewable energy solar power plant and rooftop system works within the period of the past 10 years and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Engineering Design, Procurement, Construction, testing, Commissioning, Operating and Maintenance services as detailed in the Scope of Works with reference to:

- Design experience on grid-tied renewable solar plant and rooftop PV systems inclusive of Mechanical, Electrical, Structural and Civil elements, and interfacing with, electrical infrastructure;
- Construction installation and commissioning experience of solar system; and
- Employer references to substantiate experience indicated (Client name and contact details, project description, duration).

INDEX OF DOCUMENTATION ATTACHED TO THIS SCHEDULE

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
0	The tenderer failed to provide information, with no projects in design, build, operate and maintain a grid-tied solar power plant , over past 10 years.
20	Completed 1 grid tie solar energy plant project
40	Completed 2 grid tie solar energy plant project
60	Completed 3-5 grid tie solar energy plant project
80	Completed 6-8 grid tie solar energy plant project
100	Completed >8 grid tie solar energy plant project

T2.2-09: Evaluation Schedule: Method Statement

Note to tenderers:

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

The Tenderer must provide a detailed Engineering Work and Construction methodology procedure; and Operation & Maintenance philosophy covering the below items as per the Scope of Works:

1. Contract Details (Details of the nature of the Engineering services that is to be undertaken)
2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations, operational and maintenance processes)
3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards)
4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works)
5. Operational and Maintenance Competence (Skills available, including certification, accreditation and training)
6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)

Project Management

- Procurement;
- Planning which includes schedule and costing;
- Quality assurance and expediting;
- Site Supervision;
- Construction Management;
- Installation including support structures, PV panels, DC wiring, inverters, distribution, boards, data loggers, SCADA;
- Testing; and
- Commissioning which includes issuing of test reports, O&M manual and certificate of compliance.

Engineering Designs and Studies

- Detail design and energy simulation of the grid-tied solar plant and rooftop system that includes battery energy storage system;
- TNPA approval for the system capacity, design and layout;
- Required grid studies supply and installation of all materials required to complete the system;
- Detail scope of work;

- Development of Environmental Impact Assessment (/Environmental Authorization to be issued to TNPA);
- Civil engineering requirements within the plant area;
- Single line diagrams;
- Construction plan;
- Bill of Material;
- Risk Management Plan; and
- Testing and commissioning of new installations.

Construction work (see site information of geographic location of the sites)

- Grid tied solar plant system including distribution infrastructure as per detail design (size of the available land 682 998 m²); and
- Rooftop PV system as per detail design (size of the available roof 6 720 m²).

Equipment

- Primary plant equipment;
- Control plant equipment;
- Cables; and
- Telecommunication equipment.

Operational and maintenance requirements

- Maintenance Strategy;
- Annual maintenance and service level agreement; and
- Operating and maintenance training.

Documentation (Native file)

- Details design must handed over TNPA;
- Maintenance documents;
- Drawings; and
- Any other relevant documents pertaining to this project.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will takeplace in order to provide the Works.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.
- Contract Details (Details of the nature of the Engineering services that is to be undertaken)
- Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations, operational and maintenance processes)

- Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards)
- Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works)
- Operational and Maintenance Competence (Skills available, including certification, accreditation and training)
- Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)

In addition to general methodology for the project please provide specific information for the following points:

- Installation of mechanical equipment
- Installation of electrical equipment
- Installation of instrumentation
- Commissioning procedure

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

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

Score 0	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	Methodology submitted addresses up to 11 of the 30 items
Score 40	Methodology submitted addresses 12 to 17 of the 30 items
Score 60	Methodology submitted addresses 18 to 23 of the 30 items
Score 80	Methodology submitted addresses 24 to 29 of the 30 items
Score 100	Methodology submitted addresses all 30 outcomes adequately

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

T2.2-12 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.
- 5.

Name of Company/Members of Joint Venture:

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

T2.2-13: 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.

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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



DESCRIPTION OF THE WORKS: FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-16: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Y Manufacturer

Y Supplier

Y Professional Service provider

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

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 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

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.

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

T2.2-17 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

THIS AGREEMENT is made effective as of day of 20by 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

T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-19: 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

T2.2-20 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

T2.2-21 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

11 GENERAL

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

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

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

T2.2-22 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

I,

of

(insert name of Director or as per
Authority Resolution from Board of
Directors)

(insert name of Company)

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

Signed this on day _____ at

Signature

T2.2-23: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the Project Manager in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-24: Insurance provided by the Contractor

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the Contractor 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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			

T2.2-25: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-26: Foreign Exchange Requirements

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

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

Items & activities	Currency	Bank	Maximum payment

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

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

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

T2.2-27: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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

T2.2-28: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

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

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
--------	---

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General The conditions of contract are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation X2 Changes in the law X4: Parent company guarantee X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability X20: Key performance indicators Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The Employer is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: eMendi 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:	eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura Port Elizabeth 6100
10.1	The Project Manager is: (Name)	Amanda Makgoga
	Address	eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura Port Elizabeth 6100
	Tel	066 478 7786
	e-mail	Amanda.Makgoga@transnet.net
10.1	The Supervisor is: (Name)	TBA
	Address	
	Tel No.	
	e-mail	
11.2(13)	The works are	For the: Design (including environmental permitting), build, install, test and commission of the 20 mw solar PV that has battery energy storage system for a period of 7 years (2 years for construction & 5 years for operations and maintenance) at the port of Richards bay.



11.2(14)	The following matters will be included in the Risk Register	1. Delays which may result from delays on approval of Statutory Documents and approvals by Transnet Acquisition Council; 2. Possible unrest by Local Community who may have interest on the project; 3. Intermittent availability of irradiation; and 4. Approval of Environmental Impact Assessment (EIA) and other regulatory requirement.		
11.2(15)	The boundaries of the site are	As stated in Part C4.1. "Description of the Site and it surroundings"		
11.2(16)	The Site Information is in	Part C4		
11.2(19)	The Works Information is in	Part C3		
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The language of this contract is	English		
13.3	The period for reply is	2 weeks		
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.		
3	Time			
11.2(3)	The completion date for the whole of the works is	31 March 2030		
11.2(9)	The key dates and the conditions to be met are:	Condition to be met	key date	
		1 Approved Design and Environmental Authorisations	22 July 2024	
		2 Construction testing and Commissioning	28 March 2025	
		3 Operation and Maintenance	31 March 2030	
30.1	The access dates are	Part of the Site	Date	
		1 Construction	10 July 2024	

		2 Testing and Commissioning	and 15 March 2025
		3 Operation and Maintenance	and 01 April 2025
31.1	The Contractor is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The starting date is	01 August 2023	
32.2	The Contractor submits revised programmes at intervals no longer than	2 weeks.	
35.1	The Employer is not willing to take over the works before the Completion Date.		
4	Testing and Defects		
42.2	The defects date is	52 (fifty-two) weeks after Completion of the Construction and Commissioning works.	
43.2	The defect correction period is	2 weeks	
5	Payment		
50.1	The assessment interval is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The currency of this contract is the	South African Rand.	
51.2	The period within which payments are 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 interest rate is	the prime lending rate of Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The weather measurements to be recorded for each calendar month are,	the cumulative rainfall (mm)	
		the number of days with rainfall more than 10 mm	

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

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

and these measurements: N/A

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

The Contractor's Site establishment area

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

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 conditions of contract.
8	Risks and insurance	
80.1	These are additional Employer's risks	<ol style="list-style-type: none"> 1. Possible delays to project completion due to external forces. 2. Possible fluctuation of FOREX for import content.
84.1	The Employer provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the works, 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 works, Plant, Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) 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, 0,186% 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 must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The Contractor provides these additional Insurances

- 1 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**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**



		<p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the 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.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is	<p>Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.</p>
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:	<p>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</p>
9	Termination	<p>There is no additional Contract Data required for this section of the conditions of contract.</p>
10	Data for main Option clause	
A	Priced contract with Activity Schedule	<p>No additional data is required for this Option.</p>
11	Data for Option W1	

W1.1	The Adjudicator is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.			
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)			
W1.4(2)	The tribunal is:	Arbitration			
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)			
	The place where arbitration is to be held is	Richards Bay, South Africa			
	The person or organisation who will choose an arbitrator. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)			
12	Data for secondary Option clauses				
X1	Price adjustment for inflation				
X1.1(a)	The base date for indices is	April 2023			
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index by	prepared by



0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)



0.15	Material (Civil)	<p>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p> <p>(Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and</p>
0.36	Material (Electrical)	<p>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p>



		0.03	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
		1.00		
		0.15	Non-adjustable	
*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices				
X2	Changes in the law	No additional data is required for this Option		
X4	Parent company guarantee	No additional data is required for this Option		
X7	Delay damages			
X7	Delay damages			

X7.1	Delay damages for Completion of the whole of the works are	A penalty of R5 000 per day, cap at 20% of the contract value.
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	



X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	The deductible of the relevant insurance policy
X18.3	The Contractor's 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 Contractor's total liability to the Employer 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 end of liability date is	5 years after operational handover of the whole of the works
X20	Key Performance Indicators	Key performance indicator 1 by 09 August 2024: Approved Designs and Environmental Authorisation <ul style="list-style-type: none"> • Detail Engineering/ Bankable Feasibility in line with the industry norms and the project lifecycle methodologies not limited to: • Detail Engineering Designs (Reports) • HAZOP Study; • Design Criteria Report • Environmental Authorisations Reports for all the discipline i.e., Structural, Electrical, Civil, Power System Simulation etc. Estimation of construction costs (Detailed BOQ); • Estimate the construction period (Level 2 type of a schedule) • Project Execution Report

-
- Proposed contracting strategy for the construction works inclusive of the type of contract for each package to be issued to market
 - Multicriteria Analysis which includes costing for each of the options evaluated
 - Value Engineered go forward solution/option AFC drawings both PDF and Native Files
 - Risk Analysis Report
 - Financial Model
 - Simulation Reports Demand Validation for a period not limited to ten years
 - Bankable Feasibility Report

Key Performance Indicator 2: Construction, Testing and Commissioning by 28 March 2025

- Procurement and construction of all required contracts i.e., Mechanical, Electrical, Civils and all other works as identified in the Feasibility Report to deliver fully operational infrastructure.

Key Performance Indicator: 31st March 2030

- Operation and Maintenance
- 20 MW grid tied and rooftop solar PV systems in compliance with the South African National grid code's (Network Code) compliance.

Z Additional conditions of contract are:

Z1 **Obligations in respect of Job Creation**

Z1.1 It will be a material term of this contract that the Contractor must contribute to the Employer's job-creation objectives as set out in Returnable Schedule T2.2.14

Z1.2

The Contractor's undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2.14 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z1.3

The Contractor shall provide to the Employer, on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2.14 The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1

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

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the Employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

venture through the Contractor's representative;

iii. Identification of the roles and responsibilities of the constituents to provide the Works.

• Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z4.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		<p>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:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.



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

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

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

Z7.1 The 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.

Z8 Intellectual Property Rights

Z8.1 IP Rights remain vested in the originator and shall not be used for any reason whatsoever, other than carrying out the service

Z8.2 The Contractor gives the employer irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the works for the purpose of construction, repairing, demolishing, operating, and maintaining the works.

Z8.3 The Contractor shall indemnify and hold the employer harmless against and form any claim



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0009/22697/RFP

DESCRIPTION OF THE WORKS: FOR THE: DESIGN (INCLUDING ENVIRONMENTAL PERMITTING), BUILD, INSTALL, TEST AND COMMISSION OF THE 20 MW SOLAR PV THAT HAS BATTERY ENERGY STORAGE SYSTEM FOR A PERIOD OF 7 YEARS (2 YEARS FOR CONSTRUCTION & 5 YEARS FOR OPERATIONS AND MAINTENANCE) AT THE PORT OF RICHARDS BAY.

alleging an infringement of IP rights ("the claim") which arises out of or relating to:

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The direct fee percentage is	%
	The subcontracted fee percentage is	%
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	

31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The activity schedule is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	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.		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		

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

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X4: Parent company guarantee

Option X13: Performance bond

Option X13: Advanced payment to the Contractor

Each of these Secondary Options requires a bond or guarantee "in the form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

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

Drafting instructions:

1. Select the required pro formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the conditions of contract.

Pro-forma Performance Bond (for use with Option X4)

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

{Insert name and registered address of the Employer}

Date:

Dear Sir/Ma'am

Performance Bond for Contract No:

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

{Insert registered name of the Employer}

(the Employer) and

{Insert registered name and address of the Contractor}

(the Contractor), for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the

Guarantor

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the Employer that the Contractor shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the Contractor fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the Employer.
2. If we fail to comply with the terms of this Deed of Guarantee, the Employer may itself procure such performance (whether or not the Agreement be formally determined). The Employer is to notify us and we shall indemnify the Employer for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between us and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor.
4. The Employer shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the Contractor in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the Contractor.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at _____ on this _____ day of _____ 202_

Signature(s)

Name(s) (printed)

Position in Guarantor
company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond (for use with Option X13)

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Performance Bond for Contract No.

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

{Insert registered name of the Employer}

(the Employer)
and

{Insert registered name and address of the Contractor}

(the Contractor),
for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

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

- the date that the Surety receives a notice from the Project Manager stating that the last Defects Certificate has been issued, that all amounts due from the Contractor as certified

in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.

5. Always provided that this bond will not lapse in the event the Surety is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 202_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

Pro forma Reducing Value Guarantee (for use with Option X13)

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Reducing Value Guarantee for Contract No.

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

{Insert registered name of the Employer} (the Employer) and

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

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

I/We the undersigned

on behalf of the Guarantor

of physical address

and duly authorised thereto, do hereby undertake to pay the Employer forthwith on receipt of written demand from the Employer up to the maximum guaranteed sum of

(say) _____

R _____

in respect of amounts due by the Contractor to the Employer for whatever reason in terms of the contract between the Employer and the Contractor in respect of the works. The following further terms shall apply:

1. The Guarantor's liability shall be limited to the diminishing amounts of the guaranteed sum as set out below:

	Guarantor's Liability	Period of Liability
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the works

1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the works and until the date of issue of the last Defects Certificate.
1.4	Reducing to the guaranteed sum of: R _____	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

1.5 Thereafter this demand guarantee shall lapse.

2. The terms Employer, Contractor, Project Manager, works, Price for Work Done to Date, Completion, Defects Certificate and Party have the meaning given to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
3. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this demand guarantee.
4. The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.
5. This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
6. The Employer returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Pro forma Advanced Payment Bond (for use with Option X14)

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Advanced Payment Bond for Contract No.

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

{Insert registered name of the Employer} (the Employer) and

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

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

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the Contractor to the Employer of the advanced payment made by the Employer to the Contractor under the Contract, and for all losses and expenses that may be suffered or incurred by the Employer as a result of non-payment by the Contractor, subject to the following conditions

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

4. This bond expires on the date when the Surety receives a notice from the Project Manager stating that the advanced payment has been repaid to the Employer in terms of the Contract, or liquidated by deductions from other payments due to the Contractor.
5. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.
6. Our total liability hereunder shall not exceed the sum of (R.....) which is equal to the advance payment.
7. This Advanced Payment Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 202__

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	5
C2.2	Activity Schedule	1

C2.1 Pricing Data: 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 11
and
defined
terms**

11.2 (20) The Activity Schedule is the activity schedule unless later changed in accordance with this contract.

(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.

Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the Contractor is based on the Activity Schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Project Manager with any additions and/or amendments deemed necessary.

1.2.4 The Contractor's detailed Activity Schedule summates back to the Activity Schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

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

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule. Please refer to **ANEXURE A** for the Project Technical Specification.

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

Table A: **Specialist**

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A1	Topographic survey	Sum		1	
A2	Solar PV Studies (include irradiation analysis)	Sum		1	
A3	Quality of Supply Studies	Sum		1	
A4	Power System Studies (fault levels, grid impact analysis)	Sum		1	
A5	Environmental Studies	Sum		1	
A6	Health and Safety Requirements	Sum		1	
A7	Engineering Design Report	Sum		1	
A8	Feasibility Study Report	Sum		1	
A9	Design Criteria Reports (Mechanical, Electrical, Civil, Structural)	Sum		3	
A10	Options Report	Sum		1	
A11	Monthly Meetings	Sum		8	
A12	Financial Model on preferred option	Sum		1	
A13	HAZOP Study	Sum		1	
A14	Procurement Strategy	Sum		1	
A15	Construction Plan	Sum		1	



A16	Demand Analysis report (10yr horizon)	Sum		1	
A17	PV specialist testing session	Sum		10	
A18	Electrical Construction	Provisional Sums			R 36 000 000.00
A19	Civil and Structural Construction	Provisional Sums			R 15 000 000.00
A20	Mechanical Construction	Provisional Sums			R 9 000 000.00
A21	Commissioning and Testing	Sum		1	
A22	Operation & Maintenance	Year 2025/2026	R		
		Year 2026/2027	R		
		Year 2027/2028	R		
		Year 2028/2029	R		
		Year 2029/2030	R		
Total Price to be carried over to the Form of Offer & Acceptance					
Note: Activity A1 to A22 should be read in conjunction with Works Information in order to interpret the details of each activity and to ensure the pricing is according to what is required by each activity					

Table B: **Construction Supervision**

People	ECSA / SACPCMP / EAPASA Category	Unit of Measure	Estimated total Hours	Rate Normal time in ZAR/per hour	Total Cost
Electrical Engineer		Hrs	64		
Structural Engineer		Hrs	64		
Mechanical Engineer		Hrs	64		
Artisan		Hrs	64		
Draughtsperson		Hrs	64		

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	Employer's Works Information	41
Total number of pages		41

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

The tender is for the design, build, test, commission, operate, and maintain the 20 MW solar photovoltaic (PV) plant that has battery energy storage system at the Port of Richards Bay for a period of seven (7) years (2 years for construction & 5 years for operations and maintenance). A grid-tied land based solar PV plant and solar PV rooftop are the technology to generated the required capacity. The plant will be operated and maintained by the service provider as per the agreement. The plant should operate according to the South African grid code's (Network Code) and SANS compliance. The infrastructure should be designed in a manner that would allow future expansion of the plant.

The major works included design, construction, commissioning, operation, operating and maintenance are summarized broadly as follows but not limited to:

- **Project Management**
 - Procurement;
 - Planning which includes schedule and costing;
 - Quality assurance and expediting;
 - Site Supervision;
 - Construction Management;
 - Installation including support structures, PV panels, DC and AC wiring, inverters, distribution, boards, data loggers, SCADA;
 - Testing; and
 - Commissioning which includes issuing of test reports, O&M manual and certificate of compliance.
- **Engineering Designs and Studies**
 - Detail design and energy simulation of the new solar plant (including battery storage) farm;
 - TNPA approval for the system capacity, design and layout;
 - Required grid studies supply and installation of all materials required to complete the system;
 - Detail scope of work;
 - Development of Environmental Impact Assessment (/Environmental Authorization to be issued to TNPA);
 - Civil engineering requirements within the plant area;
 - Single line diagrams;
 - Construction plan;
 - Bill of Material;
 - Risk Management Plan; and
 - Testing and commissioning of new installations.
- **Construction work (see site information of geographic location of the sites)**
 - Grid tied solar plant system including distribution infrastructure as per detail design (size of the available land 682 998 m²); and
 - Rooftop PV system as per detail design (size of the available roof 6 720 m²).
- **Equipment**
 - Primary plant equipment;

- Control plant equipment;
- Cables; and
- Telecommunication equipment.
- **Operational and maintenance requirements**
 - Maintenance Strategy;
 - Annual maintenance and service level agreement; and
 - Operating and maintenance training.
- **Documents to be handed over to TNPA (Native file)**
 - Details design;
 - Maintenance documents;
 - Drawings; and
 - Any other relevant documents pertaining to this project.

1.2 Background and Context

Transnet National Port Authority (TNPA) an operating division of Transnet SOC Ltd, was established through the National Ports Act, No. 12 of 2005 ("the Ports Act") to be a landlord port responsible for the safe, efficient, and economic functioning of the national ports system, which it manages, controls, and administers on behalf of the State. Section 11 (e) of the port states that TNPA must "arrange for services such as water, light, power and sewage, and telecommunication within ports".

An internal energy audit conducted by TNPA indicates that there is a strong need to stabilise energy costs and availability into the future. As well as reduce greenhouse gas emissions related to electricity generated predominantly from coal and improve local renewable energy industry participation as part of its industrial development objectives. Uncertainty of Eskom energy supply and tariff increases stresses this need, whilst renewable energy costs continue to decline.

As such, TNPA has launched a Renewable Energy Purchase programme that will be implemented in a phased approach and Port of Richards Bay forms part of phase one (1) that is planned to be commissioned by financial year end of 2025. A 20 MW renewable plant capacity comprises of on ground solar plant and rooftop is planned to be commissioned in the Port of Richards Bay. This will help in reducing carbon emissions and providing a cost-effective reliable energy supply to the Port and its users.

It is in this context that TNPA has decided to invite interested parties' participation, as part of its corporate strategy to introduce renewable energy into the port system. TNPA both appreciates and encourages the inclusion of renewable energy proposals beyond and not limited to only popular market drivers solar and wind energy. This includes the incorporation of renewable energy sources such as or hybrids of hydroelectric power, ocean energy, biomass, geothermal or more.

1.3 Employer's objectives

The employer's objective is to enter into an agreement with the service provider to design, construct, test, commission, operate, and maintain the 20 MW of renewable energy through on land plant and rooftop system at the Port of Richards Bay for a period of ten (10) years. This entails the following: i) generation facility within TNPA port boundaries ii) TNPA owns the facility; iii) TNPA pays for capital costs. As such, this is aimed at sustaining a clean and reliable electricity supply to its tenants and other users within the port. The Employer is to take ownership of a fully functional and operational facility that is constructed:

- in accordance with the designs supplied to the Contractor by the Employer;
- in accordance with engineering best practice and the latest relevant Codes and Standards;
- at the Employers designated location;
- in a manner that results in minimal disruption to operations; and
- using minimal or no use of TNPA resources to either construct or commission the installations.

The Contractor will be responsible for repairs and/or replacement of assets for the period of the warranty. Whereas the operation and maintenance of the renewable energy plant shall be the responsibility of the Port. Skills and capabilities transfer forms part of the Works enable Engineering Department to perform operation and maintenance in future.

The following abbreviations are used in this Works Information:

Abbreviation	The meaning is given to the abbreviation
DP	Data Pack
GA	General Arrangement Drawing
NCR	Non-conformance report
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SHE	Safety, Health & Environment
TNPA	Transnet National Port Authority
Codes and Standards	Means the design and construction codes and standards that are applicable to the Works
Guaranteed performance parameters	Means the performance parameters and values stipulated in the Guaranteed Performance Schedule contained herein that the Contractor warrants and guarantees to the Employer that the Plant will achieve when being operated
shall	Means that the requirement is mandatory
CA	Contract Administrator
CQA/QCM	Contractor's Quality Assurance/Quality Control Manager
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
QCP	Quality Control Plan
AIA	Approved Inspection Authority
CSHEO	Contractor's Safety Health and Environmental Officer
CHSMP	Contractor's Health and Safety Management Plan
CM	Construction Manager
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager

Abbreviation	The meaning is given to the abbreviation
ProjM	Project Manager
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHERQ	Safety, Health, Environment, Risk and Quality

2 Engineering and the Contractor's design

2.1 Employer's design

2.1.1 The Employer supplies the following:

- Works Information;
- Drawings;
- Land (and/or building) availability for the construction of the work;
- Site establishment for the contractor;
- Electricity supply: Employer's electricity shall be used during the construction of the plant; and
- Authorisation to access the premises.

2.1.2 The Employer grants the Contractor a license to use the copyright in design data presented to the Contractor for the works ONLY.

2.2 Parts of the works which the Contractor is to design.

2.2.1 The Contractor is to design the following parts of the works:

- Detailed Engineering design package for the 20 MW comprises of grid tie solar energy plant and rooftop system;
- All designs are not approved unless so sanctioned by the Employer.

2.3 Review and Acceptance of Contractor Documentation

2.3.1 The Contractor submits documentation as the 'Works Information' requires to the Project Manager for review and acceptance; and

2.3.2 In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' as stated by the Employer.

2.4 Other requirements of the Contractor's design

2.4.1 The Contractor's design complies with the following:

All latest revisions of the regulations, standards, etc, applicable to the 'Works'; and

All designs are not approved unless so sanctioned by the Employer.

2.5 Use of Contractor's design

- 2.5.1 The Contractor grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the works for any purpose in connection with the construction, re-construction, refurbishment and extension of the works with such licence being capable of transfer to any third party without the consent of the Contractor;
- 2.5.2 The Contractor vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the works conducted on the premises.

2.6 As-built drawings, operating manuals and maintenance schedules

- 2.6.1 The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format and hard copy drawings and all other requirements needed to enable the works to function. The Contractor provides the following:
 - a. The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format, hard copy drawings and all other requirements needed to enable the works to function.
 - b. The as-Built/Final Documentation. In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' as stated by the Employer.
 - c. Installation, Maintenance and Operating Manuals and Data Books. In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of the 'Data Books and Manuals' and the 'Contractor Documentation Submittal Requirements' as stated by the Employer.

2.7 Approval of Contractors' design

- 2.7.1 The Contractor shall appoint qualified ECSA registered Engineers or Technologists to approve and sign off on all the Contractors designs before submitting to the Employer for acceptance.

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 Employer's Site entry and security control, permits, and Site regulations:
 - a. The Site is located within an operational area of the Employer and the Contractor shall ensure the safe operations to and around the Site at all times. This shall entail the provision of protective barriers, signs, etc. for the protection and direction of people within the precinct.
 - b. The Contractor shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site or surrounding. The Site is located within a designated Secure Area, and accordingly, all access into the area will be through a gate with access control. The Contractor shall keep the access gates/doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Project Manager;

- c. The Contractor shall obtain the necessary entry permits for all staff working within the area per the access control requirements of the Employer and shall issue each personnel member with an appropriate identification card;
- d. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the Contractor;
- e. The site establishment area shall be signposted and be compliant with the relevant safety regulations and restrictions that might be in place until the Contractor has de-established from the site and comply with OHS Act 85 of 1993;
- f. The Contractor is responsible for the security of the Works until completion and handover and must make his arrangements for security and the safekeeping of his property. The Contractor's watchmen are allowed on Site for this purpose;
- g. The fullest collaboration between the Contractor, the Employer's Operations/Services Manager, and the Project Manager is essential regarding the continued operations of the Employer; and
- h. Housing of the Contractor's people on site is not permitted.

3.1.2 The Contractor shall comply with the following requirements of the Employer:
As per paragraph 3.1.1 above.

3.1.3 People restrictions on Site; hours of work, conduct, and records:

- a. The working hours shall be under the requirements of the South African Department of Employment and Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager before the commencement of the proposed working hours; and
- b. The contractor's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action;

3.1.4 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.

3.1.5 Health and safety facilities on Site:

At all times during construction, the Contractor is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).

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

The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

3.1.7 Title to Materials from demolition and excavation

The Contractor has title to all Materials arising from excavation and demolition in the performance of the works. The Project Manager shall instruct the Contractor how to label, mark, set aside, and/or dispose of such Materials for the benefit of the Employer.

3.1.8 Cooperating with and obtaining acceptance of others

- a. During the contract, departments of Transnet, Tenants, and other Contractors may be working in the general area surrounding the working area. The Contractor must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions;
- b. At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for his Works not to interfere with operations and to ensure that normal traffic flow around the site is not affected; and
- c. The success of the project depends on the effective co-operation of all Contractors on site, and the Contractor, if necessary, must discuss his program on a day-to-day basis with the Project Manager to ensure effective coordination.

3.1.9 Risks

The Contractor will be required to provide method statements, risk assessments, job safety analyses and the like, which shall specifically include measures to mitigate risks at identified high-risk locations. Particular risks that have already been identified at such locations are outlined in 3.1.9.1 to 3.1.9.5 below:

3.1.9.1 Camps and Laydown Areas

Shipment, loading and off-loading.

3.1.9.2 Earthworks

- a. Haulage to and from Site, including designated stockpile area.
- b. Dealing with dust and water.
- c. Preservation of topsoil and restoration of Site, in line with the environmental management plans.

3.1.9.3 Relocation and Protection of Services and Infrastructure

- a. It is not foreseen that any existing services and/or infrastructure have to be relocated, however if required, Risk assessments, method statements and procedures must be compiled and approved by the Employer for these works, including in particular the tie-in of the existing and relocated sections of these services.
- b. Measures for the protection of any existing or new services and/or infrastructure shall also be documented. Risk assessments, method statements and procedures shall be approved by the Employer prior to commencement of works near such services and/or infrastructure.

3.1.9.4 Tie-Ins, Switch-Overs and Commissioning of Electrical Services

- a. The Contractor shall compile detailed procedures, including risk assessments, for all electrical tie-ins, switch-overs and commissioning of electrical installations.
- b. These procedures shall be submitted to the Employer for approval well in advance of any such activities, no less than eight weeks prior to the commencement of these works.

The above lists do not constitute a comprehensive schedule of such risks, but are intended only as an initial guideline to the Contractor

3.1.10 Publicity and progress photographs

The Contractor treats all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish an article in

a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.

The Contractor provides a comprehensive photographic record of the progress of the Works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately before the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the number of photographs in each area will be determined by the Project Manager.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference;
- Photograph file reference;
- Date of Photograph; and
- Subject matter.

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

All Equipment supplied and used by the Contractor on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The Contractor will be required to repair, at his own cost and to the satisfaction of the Project Manager, any such damage caused by him.

The Contractor shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the Project Manager at all reasonable times.

All equipment necessary for the Works shall be provided and allowed for by the Contractor.

3.1.13 The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.1.14 Equipment provided by the Employer

No Equipment will be provided by the Employer.

3.1.15 Site services and facilities:

- a. When required in terms of the delivery methodology, a Site will be made available to the Contractor as erection Site and for all his Working Areas;
- b. An electric supply point is available to the Contractor at this site, but the Contractor is responsible for connecting up and for cabling in the working area;
- c. A potable water supply point is available to the Contractor at this site, but the Contractor is responsible for connecting up in the working area;
- d. The Contractor shall make his arrangements for the supply of other services such as fire protection, lighting, and all other services required for undertaking the Works; and

- e. Wherever the Employer provides facilities 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 area (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 Facilities provided by the Contractor:

- a. The Contractor submits the following drawings to the Project Manager for acceptance before commencing with the establishment of the site facilities:
 - i. Layout drawing of the proposed contractor's facilities;
- b. The Contractor must ensure that the working area is well lit and obstacles and hazards are marked;
- c. The Contractor must maintain the working area in a neat and tidy condition to the satisfaction of the Project Manager;
- d. The Contractor must make his arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may only be used upon the approval of the Employer;
- e. The Contractor must make his arrangements for telecommunication facilities, if required, for his use during the execution of the Works.
- f. The Contractor, within fourteen days after completion, must completely remove from the site all his plant, materials, equipment, stores, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the Project Manager. No excess or discarded materials, plants, or stores may be buried or dumped within the Employer's boundaries; and
- g. Unless expressly stated as a responsibility of the Employer, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

3.1.17 Wherever the Contractor provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas, etc., within the Working Areas, then the Contractor makes good and provides full reinstatement to the area (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 items of Equipment.

3.1.18 Unless expressly stated as a responsibility of the Employer, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

3.1.19 Existing premises, an inspection of adjoining properties and checking work of Others

The Contractor will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the Project Manager before completion of the Works.

For this purpose, a joint inspection with the Project Manager and the Contractor will be carried out before occupation of the Works and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect correction period if so authorized. The Contractor will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the Project Manager for approval and will be used in assessing the damages to structures and services if applicable.

3.1.20 Survey control and setting out of the works

Immediately after the starting date, and before final design, the Contractor shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the Project Manager. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example, location of electrical power supply points.

It is the Contractor's responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the Employer in the Works Information must be brought under the attention of the Project Manager and discussed and finalized with the Project Manager before the final design of the equipment.

3.1.21 Other existing services, cable and pipe trenches and covers

The Contractor must, in collaboration with the Supervisor, ascertain whether or not the service is live. The Contractor shall not uplift any such service unless he is instructed to do so.

The Contractor shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the Contractor shall immediately notify the Supervisor. The Contractor shall not repair any such service unless he is instructed to do so.

3.1.22 Where the Contractor encounters other existing services / existing services cables/pipe, the Contractor should notify the Project Manager.

3.1.23 Control of noise, dust, water, and waste

All Site activities must comply with the relevant parts of legislation.

3.1.24 The Contractor notifies the Project Manager of the elements of the works which are to be covered up.

3.2 Completion 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. 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.

3.2.2 Use of the works before Completion has been certified

In terms of Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.

3.2.3 The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the Employer.

3.2.4 Access given by the Employer for correction of Defects

Clause 43.4 requires that the Project Manager arrange for the Employer to allow the Contractor access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted.

3.2.5 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

Where the Contractor has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 Employer's Works Information at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the Employer's occupation of the Site may be incrementally or substantially changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information.

3.3 Testing and Commissioning

3.3.1 Commissioning of the plant shall be done according to the following high-level procedures:

3.3.1.1 The Contractor shall arrange for Factory Acceptance Testing of selected Electrical and Mechanical Plant as required by the Employer's Engineers at the Supplier's Premises before any Plant is dispatched to site.

3.3.1.2 The Factory Acceptance Testing shall be witnessed by the Employers Engineers, but in doing so; the Employers Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.1.3 The Contractor shall arrange Site Acceptance Testing for the selected Plant when it arrives on Site.

3.3.1.4 The Site Acceptance Testing shall be witnessed by the Employers Engineers, but in doing so; the Employers Engineers assume no responsibility or accountability for the proper functionality of the Plant in any way whatsoever.

3.3.1.5 The installation shall be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the Works are substantially complete.

3.3.2 The Contractor shall provide adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.

3.3.3 The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.

3.3.4 The commissioning process shall, after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions.

3.3.5 The Contractor shall prove the full operation, working and compliance of the installation in accordance with the specifications.

- 3.3.6 A detailed programme of the planned commissioning procedures shall be submitted to the Project Manager and Employer's Engineers at least 14 days before commissioning commences.
- 3.3.7 The commissioning programme shall include, but is not limited to:
- 3.3.7.1 A schedule of equipment to be commissioned, the proposed tests to be conducted and the testing methods and the range of acceptable results,
 - 3.3.7.2 Commissioning check sheets, and
 - 3.3.7.3 Commissioning programme dates and duration.
- 3.3.8 The Contractor shall supply all relevant test equipment, monitoring devices, network analysers, protocol testers/analysers etc. required to test and commission the complete Works.
- 3.3.9 An accurate record of all commissioning and testing is to be taken and included in the handover documentation as a permanent record.
- 3.3.10 The Contractor shall perform any and all tests as required by any Sections or Clauses of the Works Information and any and all tests required by the Employers Specifications annexed thereto, and any and all tests required by any applicable SANS Standard, or other Standard, and/or as directed by the Employer's Engineers and the Project Manager.
- 3.3.11 Testing and commissioning is considered part of the Works and is to be done before completion.

4 Plant and Materials Standards and Workmanship

4.1 Scope of works

4.1.1 Description of works

The Scope outlined in 1.1 shall be applicable. The contractor shall submit proposed activities to be undertaken as part of the major activities in the design, of the work. These shall include key activities such as Prefeasibility, Feasibility, Engineering Designs, Construction, and operational & Maintenance specifications. The activities comprising the Works that must be completed by the Contractor to the total satisfaction of the Employer, enabling the Employer to formally acknowledge and accept the Works completion by issuing a Completion Certificate to the Contractor, approve the quality and workmanship of the Works and finally take ownership, via a formalised handover process, of the Works.

The Scope of Works pertinent to the construction work are inclusive of inductions, permitting, all SHERQ requirements as per the Employer's requirements, risk assessments by relevant authorities as determined by the Employer and Statutory Bodies, inspections and audits, planning, all Plant and Materials and Equipment required to undertake the complete scope of the works, access requirements for Plant and Materials and Equipment, certification of Equipment and vessels, fuels and lubricants and any other consumables, demolition and disposal of existing materials and equipment, procurement, offloading, material and equipment handling, storage, fabrication, equipment and infrastructure refurbishment, testing, modifications, welding, bolting, production, corrosion protection, rigging, trial fitting, marking, packing, transportation, civil and structural and electrical and control installations complete, electrical and control system hook-

ups, terminations and wiring which include the supply of all cabling, punch listing, cold and hot commissioning, trial operation, handover and project management and any other requirements not specifically mentioned but required as per industry and engineering and construction legislation and requirements.

Some of the key activities of the contractor shall include but not limited to:

- Detail design and energy simulation of the new PV system;
- Procurement of materials;
- Regulation regulatory e.g., Environmental Impact Assessment;
- Construction of grid tied solar plant and rooftop system which including control plant (inverters, metering, wiring, distribution boards, data loggers, SCADA control and etc) and distribution infrastructure (includes a transformer);
- Testing and commissioning of new installation;
- Associated documents;
- Annual maintenance and service level agreement;
- Project management;
- Operating and maintenance training; and
- Issue test reports, O&M manuals, and certificate of compliance.

The provision of the new multidisciplinary Works shall be complete with all ancillaries as required to conform to the following:

- Relevant norms, standards, codes and legislation;
- SHERQ requirements;
- Municipal by-laws; and
- Specifications and general engineering best practices.

The Contractor shall be responsible for any statutory approvals over and above those that may have already been undertaken by the Employer. On completion of the Works by the Contractor to the Employers satisfaction and approval, the Contractor shall take full responsibility for the testing, commissioning, and handover of the facility to the Employer.

4.2 Employers Requirements

The Employer requires that the Contractor shall submit with its tender:

- detailed method statements describing the demolition works. The demolition of the Nerve Centre building, lift core and post tensioned structural elements should each have their own methodologies which describe and elaborate the procedures that will be used to execute these demolitions. The Contractor shall be required to update and submit a revised methodology (for Employer acceptance) for the demolition work once the construction work has commenced and the Contractor has had an opportunity to conduct further site investigations
- a highly detailed technical description of the works and its proposed construction methodology which includes a detailed technical reference to the Heritage Classification of the building and its approach to executing the works on a Heritage building,
- a Level 4 construction schedule in Microsoft Office Project format (2016 or earlier) for the project in sufficient detail that the Employer is able to determine the suitability and technical advantages of the tenderers submission, and specifically able to ascertain why the tenderers submission is technically compliant and superior in respect of the construction methodology and techniques that the tenderer is proposing.

4.3 Summary of the General Requirements for the Works

A summary of the Employers requirements for the execution of the Works is set out below but is provided for introductory purposes only and is not exhaustive of the Employers requirements.

The contractor confirms by its tender submission that all necessary and required equipment, tools, materials of construction and personnel to properly perform the contractors' obligations under this Contract have been understood by the contractor and shall be inclusive of:

- Project management of the execution of the Works
- Planning, scheduling and reporting to the Employer
- The production and implementation of QCP's to demonstrate compliance with the requirements of the Contract
- Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement of the Employers preferred specialists
- Purchase, fabrication, manufacture, supply, installation, testing, and commissioning required to meet the Employers Requirements for the Project
- Workshop and offsite inspection and testing
- Factory acceptance testing and any other performance testing of equipment as instructed by the Employer and to the Employers satisfaction before the equipment is sent to the site
- Preparation and protection of structural surfaces in compliance with the relevant Codes and Standards
- Packing, marking and protection for shipping / transport
- Procurement, transportation and transfer supervision of the Goods
- Scaffolding design and installation
- All lifting and rigging equipment required for the entire works
- All structural, mechanical, sand blasting and complete corrosion protection required for steelwork
- Construction, erection, assembly, installation and supervision of the Works
- Detailed Construction Methodologies for all aspects of the work including demolitions, repair of heritage internal and external facades etc.
- Rigging Studies
- Scaffolding – The Contractor is responsible in his design for the overall integration of the design of the Works with the design of the Employer as stated in Employer's design. Additionally, the Contractor shall be solely responsible for the design of any temporary Works required to execute the scope of works.
- Specialist installation and installation supervision
- All specialized tools required to complete the installation
- Site inspections, surveys and any specialized testing
- Removal and safe disposal, as approved by the Employer, of all scrap and rubble generated by the contractor to an approved dump site
- Supply of Commissioning spares,
- Supply of any spares required for a 12 months operating period

- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works
- Supply of all the Contractors documentation including "as-built" marked up drawings, operation and maintenance manuals in sufficient detail to enable the Employer to maintain and repair the works together with all test certificates
- All tests on completion and results
- Training of the Employers staff

4.4 Contractors Acceptance of the Information Provided by the Employer

The acceptance of the descriptions, specifications and requirements contained herein shall not relieve the contractor of its responsibilities in terms of the construction requirements and its relation to the applicable codes and standards, Employers requirements, legislation and engineering good practice.

The preparation of the Contractor`s Documents for the Works shall be the responsibility of the Contractor. The Contractor shall ensure that its execution and completion of the Works comply with the Laws in the Country, the documents forming the Contracts and good engineering and construction practices, methods, equipment and procedures usually employed in engineering, design, procurement, construction, operation and maintenance.

4.5 Applicable Codes and Standards

The following Standards are applicable:

- BS: British Standards
- ISO: International Standards Organisation
- SANS: South African National Standards
- IEC: International Electro-Technical Commission

The following Codes are applicable:

- BS 8007 – Water Retaining Structures
- SANS 1200 A – General
- SANS 1200 C – Site Clearance
- SANS 1200 D – Earthworks
- SANS 1200 DB – Pipe Trenches
- SANS 1200 LB – Bedding (Pipes)
- SANS 1200 LC – Cable Ducts
- SANS 1200 LD – Sewers
- SANS 1200 LE – Stormwater Drainage
- SANS 1200 MF – Bases
- SANS 1200 MH – Asphalt Base and Surfacing
- SANS 1200 AH – General (Structural)
- SANS 1200 G – Concrete
- SANS 1200 H – Structural Steel
- PART S - Persons with disabilities
- PART T - Fire Protection
- PART W - Fire Installation

- PART XA - Energy usage in buildings.
- SANS 10252-1 - Water Supply and Drainage for Buildings – Part 1: Water Supply Installations for Buildings.
- SANS 10252-2 - Drainage Installation for buildings
- SANS 241-2 - Drinking-Water.
- SANS 1091: 2012 – ED 2 - National Colour Standard.
- SANS 1128 – 1 and 2 - Installation, Maintenance and Servicing of Fire Hydrants
- SANS 1186 - Fire Escape and Fire Equipment Signage.
- NFPA standard - Clean agent fire extinguishing systems
- SANS 2001-CC1 – Construction works – Part CC1: Concrete Works (Structural)
- SANS 2001-CS1 – Construction works – Part CS1: Structural Steelwork
- SANS 10100-1 – The structural use of concrete Part 1: Design
- SANS 10100-2 – The structural use of concrete Part 2: Materials and execution of work
- SANS 10144 – Detailing of steel reinforcement for concrete
- SANS 10160 – Basis of structural design and actions for buildings and industrial structures
- SANS 10162-1 – The structural use of steel Part 1: Limit-states design of hot-rolled steelwork
- SANS 10162-2 – The structural use of steel Part 2: Cold-formed steel structures
- SANS 10400 – The application of the National Building Regulations
 - PART A – General Principles and Requirements
 - PART B – Structural Design
 - PART C – Dimensions
 - PART D – Public Safety
 - PART F – Site Operations
 - PART G – Excavations
 - PART H – Foundations
 - PART O – Lighting and Ventilation
- SANS 10142 -1 - Code of Practice for the wiring of premises.
- SANS IEC 60614 (1) - General requirements of conduits.
- SANS 61035 - Installation of Conduit Fittings.
- SANS 1507 & 1574 - PVC Insulated Single Core Voltage Conductors.
- SANS 1464 and IEC 598-1 - Mounting & Positioning of Luminaries.
- SANS 10389-1 Exterior lighting, Part 1: Artificial lighting of exterior areas for work and safety.
- SANS 10098-1 Public lighting, Part 1: The lighting of public thoroughfares.
- SANS 10225 The design and construction of lighting masts as amended
- SANS 1973/61439 - Distribution Boards.
- SANS 1973-1 - Low voltage switchgear & control gear
- SANS 10313 - Code of Practice for the Protection of Structures against Lightning.

- Occupational Health & Safety Act 85 of 1993.
- The Local Authority by-laws and any special requirements for the district concerned.
- Local Fire Regulations.
- National Building Regulations
- SABS 0140-1978 - Identification colour marking
- Machinery and Occupational Safety Act

The system shall be designed to meet the following standards:

- IEC 62116, Utility-interconnected photovoltaic inverters –Test procedure of islanding prevention measures.
- SANS 60364-7-712/IEC 60364-7-712, Electrical installations of buildings – Part 7-712: Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems.
- SANS 61215/IEC 61215, Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval.
- IEC 62109 : Safety of power converters for use in photovoltaic power systems: all Parts IEC 61727: Photovoltaic (PV) Systems - Characteristics of the Utility Interface.
- IEC 60068: Environmental Testing.
- IEC 61683: Photovoltaic Systems - Power Conditioners - Procedure for Measuring Efficiency.
- IEC 62446-2:2020 Photovoltaic (PV) systems - Requirements for testing, documentation and maintenance - Part 2: Grid connected systems - Maintenance of PV systems
- IEC 62930: Electric cables for photovoltaic systems with a voltage rating of 1,5 kV DC (SANS 62930).
- IEC 62852 / SANS 62852: Connectors for DC-application in photovoltaic systems - Safety requirements and tests.
- Osh Act – Republic of South Africa Occupational Health and Safety Act, Act 85 of 1993.
- NRS 097 Part 2: Small scale embedded generation (all part 2 series)
- Grid connection code for renewable power Plants (RPPs) connected to the electricity Transmission system (TS) or the distribution System (DS) in South Africa (latest edition)

The contractor shall refer to the latest standard and codes available.

4.6 Employer specifications

4.6.1 Manufacturer's instructions and specifications

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications.

4.6.2 Use of locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

4.6.3 Samples

The Contractor shall furnish samples and/or certificates as called for or may be called for by the Project manager. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (2m²). These approved samples shall remain on site for the duration of the Works.

4.6.4 Mortar Joints

Mortar joints to face brickwork generally shall be 10mm in thickness (unless otherwise specified) with level bedding joints, vertical perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

4.6.5 Partitions

Fire rating certificate to be provided.

4.6.6 Protection of works

The Contractor shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation after the work.

4.6.7 Responsibilities Of The Contractor

a) Sub-Contractors

- Any work which Tenderers intend subcontracting must be listed in the Tender showing the names of the intended Contractor. If these are deemed suitable then no deviation will be permitted without the authorization of the Employer.

b) Ordering of Equipment and Materials

- The Contractor shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of equipment and materials. All other activities which must proceed with the placing of orders must be taken into account when the Contractor schedules his activities.

c) Storage of Materials and Equipment

- The Contractor shall be responsible for the proper storage of all materials and equipment on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.

d) Protection of the Works

- The Contractor shall programme his work to avoid damage by other Trades and shall be responsible for the protection of the works against such damage until handover to the Client.

e) Accessibility

- The Contractor shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices which require reading adjustment, inspection, repair removal or replacement.

f) Operating and Maintenance

- The Contractor shall be responsible for annual maintenance of the plant for the specified as well as conduct operating and maintenance training.
- Develop and share the maintenance strategy for the plant.

5 List Of Drawings

5.1 Drawings issued by the Employer

The project drawing register is attached as an Annexure

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi-Weekly	TBA	Project Manager (and appropriate delegates) and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	TBA	Project Manager (and appropriate delegates) and Contractor (appropriate key persons)
SHE meetings	Monthly	TBA	Project Manager (and appropriate delegates) and Contractor (appropriate key persons)

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 to confirm 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.

6.2 Health and Safety Management

The Principal Contractor complies with the following Health and Safety requirements, but not limited to:

- Transnet Health and Safety Project Specification
- Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
- Transnet health and safety policies and procedures; and
- National Road Traffic Act.

The Principal Contractor ensures that its Contractors comply with the above-mentioned requirements.

The Employer will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.

The Principal Contractor makes the Health and Safety specification available to its employees and Contractors in the language of this contract and other local languages as required.

The Principal Contractor conducts a method statement, risk assessment and safe work procedures pack per activity prior to carrying out that activity on the Site to the approval of the Project Manager.

The lines of communication of the various personnel acting on behalf of the Project Manager, who communicates directly with the Principal Contractor, and his key persons with respect to the HAS specification, are contained within (Health and Safety Project Specification).

The Principal Contractor shall appoint a full time Pr.CHSAs, registered with SACPCMP for the duration of the works, the number of which depending on the scope, complexity, and high-risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of Contractors) have been completed.

The CM is responsible, within the context of the HAS project Specification, for health and safety on the site and reports to the Project Manager. The CM specific tasks are detailed in the Health and Safety Project Specification

All items of plant, equipment and vehicles travelling within the site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

All employees of the Principal Contractor will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing. Medicals to be done by an Occupational Medical Practitioner (OMP).

Trainings as stipulated in the HS project specification will be completed by relevant Principal Contractor employees before the commencement of the project

All will comply with PPE requirements as mentioned in this document as well as Health and Safety Project Specification taking note that only long sleeve pants and shirts are allowed to be worn on site in addition to the compulsory project PPE requirements.

Transportation of employees will not be allowed at the back of LDV's, even those fitted with a

canopy.

All permit costs required for any activities relating to the project shall be for the Principal Contractors/Contractors account.

All employees and visitors to undergo daily alcohol testing by a trained person and calibration certificates to be available upon request.

The Principal Contractor shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the site. A health and safety file to be submitted by the Principal Contractor and all Contractors for acceptance by the Employer or Employers representative before site access can be granted. In addition, sufficient time to be allowed for health and safety file to be approved by TNPA HS Department.

6.3 Environmental constraints and management

The Contractor shall comply with the following minimum environmental requirements during the design, construction and operational phase of the project; The Contractor shall At all times, comply with all relevant statutes relating to various aspects of Environmental management as well as associated regulations that will include but not limited to the National Environmental Management Act, Act 107 of 1998, Specific Environmental Management Acts such as the National Environmental Management Waste Act 59 of 2008, National Environmental Management Biodiversity Act 10 of 2004, Air Quality Act 39 of 2004, Protected Areas Act 57 of 2003 as well as the Integrated Coastal Management Act 24 of 2008 and Sectoral Specific legislation such as the National Water Act, Act 36 of 1998;

- 6.3.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, Act no 107 of 1998, municipal bylaws e.g., schedule trade and occupations bylaws as well as the accepted international environmental good practices.
- 6.3.2 The Contractor must, upon confirmation of the required environmental authorisations, permits and licensing processes that will be triggered by the proposed project, procure and appoint a suitably qualified, experienced and registered Environmental Assessment Practitioner (EAP) to apply for and obtain required permits, licences and authorisations.
- 6.3.3 EAP shall be professionally registered with SACNASP as Professional Natural Scientist and EAPASA with relevant experience in renewable energy projects and background in working in marine and Coastal Environment.
- 6.3.4 The Contractor will be responsible for managing the EAP and Specialist Studies to ensure that all processes are delivered within budget and allocated timelines.
- 6.3.5 EAP together with his team will be responsible for the status quo assessment of the biophysical attributes that may be impacted by the 20MW TNPA Renewable Energy Plant in the Port of Richards Bay. This can be achieved by reviewing previous specialist studies undertaken in the Port of Richards Bay, to be provided by the Employer, and identify gaps where applicable. The EAP shall conduct additional specialist studies taking into account national, provincial and local guidelines for various specialist investigations where gaps are identified.
- 6.3.6 It is the responsibility of the EAP to provide and manage the necessary resources required to carry out all aspects of the assignment.
- 6.3.7 The Contractor will bear the costs of all required Project Environmental Specifications (PES) (licences and permits) from relevant authorities prior to the commencement of project activities where applicable.
- 6.3.8 The Contractor's EAP must provide Authorisations/permits/licence schedule with clear timelines and key milestones aligning with project schedule.

All work shall be undertaken according to Transnet Governance Framework and the Contractor must conform to the following Transnet procedures:

- Transnet Integrated Management System Policy Commitment Statement
- Construction Environmental Management Plan (Env-STD 001 Rev 04)

- Standard Environmental Specifications (Env-STD 002 Rev 04)

6.3.9 The Contractor shall provide their own internal environmental management system and governance framework outlining how they will deliver on the service required. The Contractor's management system and governance framework shall address the Project Lifecycle Process from design, feasibility, construction, maintenance and hand over. To this end, the Contractor will be required to undertake all environmental related risks, planning and management requirements associated with the proposed project.

6.3.10 The Contractor shall ensure that all authorisations, permits and license conditions are implemented and complied with during the construction phase of the project. This shall include implementation of and compliance with an approved Construction Environmental Management Programme (CEMPr) developed as part of the environmental authorisation process.

The Contractor shall as part of Environmental Returnables Schedule include the following:

- Environmental Policy Statement signed by top management, which as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS.
- The EAP must provide the traceable list of projects where BA/EIA's was undertaken for the renewable energy with brief description and reference contact details;
- CV's for the key Environmental person(s)

6.3.11 The CEMPr describes the main roles and responsibilities of the project team with respect to Environmental Management.

6.3.12 The CEMPr sets out the minimal environmental acceptable standards for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the Contractor observes and complies.

6.3.13 The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the CEMPr. The PES may require higher minimal standards than those described in the CEMPr as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g., Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

6.3.14 The above requirements shall be applicable to the main Contractor, its Subcontractors, and Suppliers. The Contractor must comply with all the requirements of the CEMPr and PES as mentioned in section 6.3.13 above.

6.3.15 The Contractor shall appoint a fulltime Environmental Officer (EO) monitoring construction to ensure compliance to environmental legislation and conformance to relevant standards, responsible for the implementation of rehabilitation phase and its requirements of all areas impacted as the results of the project to the satisfaction as detailed in the CEMPr.

6.3.16 The Contractor must take note of various environmental monitoring requirements during construction, as specified in the PES and must make adequate allowance for undertaking specified monitoring.

6.3.17 The Contractor shall take note of the environmental sensitivity of the Project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the Site and around any no-go areas that may be pointed out by the Project Environmental Manager. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the Employer's Construction Manager and Project Environmental Manager.

6.3.18 To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of. The Contractor is responsible for the removal from Site of all waste generated through the Contractor's activities. The Contractor shall ensure that all waste is removed to appropriate licensed waste management facilities.

6.3.19 The appointed EO shall be responsible for ensuring that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor cost.

6.4 Quality assurance requirements

The Contractor shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**QAL-STD-0001**).

The Contractor's Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The Contractor submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

- Project Quality Plan for the contract SHALL cover project scope and be aligned to QAL-STD-0001 General Quality Requirements for Contractors and Suppliers.
- Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
- Project Specific Quality Data Book Index
- Quality Officer with Quality Diploma/Certificate, ISO 9001:2015 QMS Understanding and Implementation and Auditing trainings, with a minimum of 3 years' experience in similar projects.
- Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the Employer to the Contractor are to be managed. 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.

The Employer indicates those documents required to be submitted for 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 Employer 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.

Quality Manual

A copy of the Contractor's Quality Manual will be requested for review by the Employer followed, by a Quality Management Systems (QMS) audit at the Contractor's Head Office to obtain evidence that a satisfactory quality management system is being maintained.

Quality Data Book Index

The Contractor shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

Quality Officer

The Contractor shall nominate a suitably experienced quality representative for all aspects of the Works, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP. The Contractor shall submit the CV of his nominated quality representative for the Project Manager's review and approval.

Quality Control Plan

- (a) The Contractor shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall incorporate, as a minimum, an **INSPECTION CHECK LIST**. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared on the Contractors / Suppliers standard format.
- (b) Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- (c) The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- (d) During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- (e) The Contractor / Supplier shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

The Contractor shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The Employer may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The Contractor shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the Employer or his representative.

6.5 Programming constraints

6.5.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the Works and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

The Contractor's Detailed Programme, which complies with the requirements as indicated in the Works Information, shall be submitted to the Project Manager prior to commencement of works.

6.5.2 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the Contractor to assist with control of the work under the Contract. The Contractor shall provide this information upon request from the Project Manager; however, any identified deviations shall be automatically reported to the Project Manager.

6.6 Contractor's management, supervision and key people

The Contractor provides an Organogram of all his key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two).

6.7 Insurance provided by the Employer

The insurance provided by the Employer with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data. The Employer's insurance is applicable to work undertaken on the site only, and the Contractor provides insurance for the Works for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The Employer advises that the following exclusions apply to the insurance which the Employer provides for Loss of or damage to the Works, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The Employer advises that the following exclusions apply to the insurance which the Employer provides for Liability for loss of or damage to property (except the Works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract:

1. Death or injury to the Contractor's employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;

10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and

Where the Works involve the assembly, erection and installation of Plant, the Contractor declares the full replacement value and not the value included in the NEC3 contract. The Contractor liaises with the Employer and the Project Manager when a claim is made and assists in completing the Claims Advice Form. Insurance provided by the Employer is contained in the Contract Data – Part 1.

6.8 Contract change management

- 6.8.1 No additional requirements apply to ECC Clause 60 series.

6.9 Provision of bonds and guarantees

- 6.9.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.9.2 The Contractor provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.
- 6.9.3 The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Project Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor shall not affect the Employer's right to termination stated in this contract.

7 Procurement

7.1 Code of Conduct

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

These are:

- The Transnet Goods and Services Procurement manual;
- 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 (B-BBEE); and
- The Anti-Corruption Act.

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

7.2 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. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

7.2.1. Transnet will not participate in corrupt practices and therefore expects its Contractors to act similarly.

- 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 Contractors.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a Contractor is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Contractors to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

7.2.2. Transnet is firmly committed to the ideas of free and competitive enterprise.

- Contractors are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely to increase B-BBEE spend (fronting)

7.2.3. Transnet’s relationship with Contractors requires us to clearly define requirements, exchange information and share mutual benefits.

- Generally, Contractors have their own business standards and regulations. Although Transnet cannot control the actions of our Contractors, 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

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

7.3 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.

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

7.4 The Contractor's Invoices

- 7.4.1 When the Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the Contractor complies with the Employer's procedure for invoicesubmission.
- 7.4.2 The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.
- 7.4.3 The invoice states the following:
- 7.4.4 Invoice addressed to Transnet SOC Ltd;
- 7.4.5 Transnet SOC Limited's VAT No: 4720103177;
- 7.4.6 Invoice number;
- 7.4.7 The Contractor's VAT Number; and
- 7.4.8 The Contract number.
- 7.4.9 The invoice contains the supporting detail.
- 7.4.10 The invoice is presented either by post or by hand delivery.
- 7.4.11 Invoices submitted by post are addressed to:

Port of Richards Bay

Transnet National Ports Authority

PO Box 181

Richards Bay

3900

For the attention of The Project Manager, Transnet National Ports Authority

- 7.4.12 Invoices submitted by hand are presented to:

Transnet National Ports Authority

Pioneer Centre building

Santhom Road

Port of Richards Bay

3900

For the attention of The Project Manager, Transnet National Ports Authority

- 7.4.13 The invoice is presented as an original.

7.5 People

7.5.1 Minimum requirements of people employed on the Site

The Contractor shall ensure that all his people on the site work under the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee. The Contractor shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

7.5.2 The Contractor complies with the following PIRPMP.

7.6 B-BBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16
Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6
Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 20 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 6 points will be awarded 8 preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore

requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

Tenderers with no accreditation will score zero points for preferencing.

7.7 Subcontracting

7.7.1. Preferred subcontractors

The Contractor shall submit his schedule of proposed sub-Contractors for the acceptance of the Project Manager prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-Contractors, unless discussed with, and accepted by, the Project Manager.

7.7.2. Where the Contractor employs a Subcontractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Subcontractor complies with the CEMP, SES and PES (described under paragraph 2.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the Contractor's obligations under the CEMP, SES and PES, all within the Contractor's Quality Management System as per paragraph 2.5 of the Works Information.

7.7.3. Where the Contractor employs a Subcontractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Subcontractor complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the Contractor's obligations under the PIRPMP, all within the Contractor's Quality Management System as per paragraph 2.5 of the Works Information.

7.7.4. Limitations on subcontracting

The Contractor shall not appoint or bring sub-Contractors onto site without the prior approval of the Project Manager, and all sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the Contractor.

7.7.5. The Contractor shall not deviate from the approved sub-Contractors list without prior approval of the Project Manager.

7.7.6. Attendance on Subcontractors

The Contractor shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

7.7.7. Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The Contractor must notify the Project Manager of all inspections at his sub-Contractors at least 3 working days in advance of such inspections. The Contractor must ensure that his sub-Contractor has the relevant quality management plans available at such inspections. The Supervisor will give the Contractor 24-hour notice in writing of his intention to be present at the inspections.

7.8 Plant and Materials

7.8.1. Plant & Materials provided "free issue" by the Employer

No plant or materials are provided as "free issue" by the Employer

7.9 Contractor Liability

- 7.9.1. 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;
- 7.9.2. 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.
- 7.9.3. 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.
- 7.9.4. 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.
- 7.9.5. The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three-monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on-site details of the plan.

7.10 Industrial Action By Contractor Employees

- 7.10.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 7.10.2. 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.
- 7.10.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 7.10.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - 7.10.3.2. The Industrial Action Report must provide at least the following information:
 - The industrial incident report;
 - Attendance register;
 - Productivity/progress to schedule reports;
 - Operational contingency plan;
 - Site security report; and
 - Industrial action intelligence gathered.
 - 7.10.3.3. The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.

- 7.10.3.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.
- 7.10.3.5. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 7.10.3.6. 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 onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- 7.10.4. The Contractor performs the works having due regard to the PLA that are negotiated between the Employer and the appropriate trade unions on this contract.
- 7.10.5. The Contractor complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the Employer.
- 7.10.6. The roles and responsibilities of the various personnel acting on behalf of the Project Manager concerning IR issues are stated in the paragraphs following:
- 7.10.7. The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.
- 7.10.8. The PIRM specific tasks are:
- To complete the PLA before the Contract Date; and
 - To assign specific duties to the PSIRM.
- 7.10.9. The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the Project Manager.
- 7.10.10. The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the Project Manager.
- 7.10.11. The SIRM specific tasks are:
- 7.10.12. To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP.

7.11 Technical requirements

The Consultant in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

7.12 Ownership of Data, Designs and Documents

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the Consultants, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the Consultant's infringement of copyright. All documentation including Technical

documentation such as: Engineering design and drawings shall be submitted in native format to the Employer.

7.13 Facilities and equipment to be provided by the Employer

No facilities or equipment is provided by the Employer. The Consultant may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near site.

PART C4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

The figures below show the geographic locations of available sites identified to construct the solar plant systems and building for rooftop solar plant system that will generate the required demand of 20 MW. A full environmental impact assessment must be conducted for these site.

Figure 1 below shows the available sites inside the port that can be used for grid-tied on-ground PV plant systems and existing buildings around the port. The red line is a railroad line that will be constructed in the future as part of the port expansion program.

Available sites for ground mounted solar plant system



Figure 1: Potential Site for ground-mounted PV plant

Figure 2 below focuses on the West side of the port with reference to Figure 1 above. The footprint is approximately 35,547 m². This has been identified as a wetland for which a water use license will be required.



Figure 2: Available land on the West Side of the Port

Figure 3 below focuses on the East side of the port with reference to Figure 1 above. The footprint is approximately 647,451 m².



Figure 3: Available land on the East Side of the Port

Figure 4 below shows the various buildings that are available for rooftop solar panel installations, along with their sizes. A structural assessment must be conducted to ensure the current structure can withstand the PV installation. The total footprint of these buildings is approximately 6,720 m².



Figure 4: Available building for rooftop solar panels

1.2. Existing buildings, hidden services, and structures

The existing building information are indicated in Figure 1 on this map. Further information regarding the other services can be shared after awarding of the contract.

1.3. Subsoil information

No subsoil information

1.4. Other reports and publicly available information

These information would be made available as and when needed.

ANNEXURE: A – PROJECT TECHNICAL SPECIFICATION

1. PROJECT TECHNICAL SPECIFICATION

1.1 GENERAL

The principal materials and equipment that the Contractor will be required to provide and install in compliance with this document and the drawings are covered in this section of the specification.

This section contains enough details to allow the tenderer to calculate an accurate price for the work. Tenderers shall allow for any items, whether or not specifically indicated in the tender documents, essential to execute the installation in a neat and workmanlike way that is according to standards detailed below is clause 1.2.

1.2 STANDARDS

The system shall be designed according to the below standards and limited to:

- IEC 62116, Utility-interconnected photovoltaic inverters – Test procedure of islanding prevention measures;
- IEC 62446-2:2020 Photovoltaic (PV) systems - Requirements for testing, documentation and maintenance - Part 2: Grid connected systems - Maintenance of PV systems;
- IEC 60068: Environmental Testing;
- SANS 60364-7-712/IEC 60364-7-712, Electrical installations of buildings – Part 7-712: Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems;
- SANS 61215/IEC 61215, Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval.
- IEC 62109: Safety of power converters for use in photovoltaic power systems: all Parts
- IEC 61727: Photovoltaic (PV) Systems - Characteristics of the Utility Interface.
- IEC 61683: Photovoltaic Systems - Power Conditioners - Procedure for Measuring Efficiency.
- IEC 62930: Electric cables for photovoltaic systems with a voltage rating of 1,5 kV DC (SANS 62930).

- IEC 62852 / SANS 62852: Connectors for DC-application in photovoltaic systems - Safety requirements and tests.
- SANS10142-1: The wiring of premises.
- OHS Act – Republic of South Africa Occupational Health and Safety Act, Act 85 of 1993.
- NRS 097 Part 2: Small scale embedded generation (all part 2 series)
- Grid connection code for renewable power Plants (RPPs) connected to the electricity Transmission system (TS) or the distribution System (DS) in South Africa (latest edition)

1.3 FIXED TILT PHOTOVOLTAIC (PV) SYSTEM

The contractor shall design, build, install and commission the new PV systems that is inclusive of grid-tied onshore and rooftop systems that incorporates battery energy system for the Port of Richards Bay. As well as to operate and maintain the PV systems for the period of eight years. The contractor shall ensure that the system is optimised to provide a high energy yield and minimise losses. The rooftop and onshore structure shall be designed and signed off by a professionally registered structural that is a senior engineer (or technologist) whereby the structure shall be designed to withstand the site environmental elements.

The PV system electrical design and the installed system shall be approved by a qualified Professional Engineer or technologist that is a senior engineer. The contractor shall ensure that method statements are submitted for the all the components of the system as part of the health and safety file.

1.4 SIMULATIONS and PERFORMANCE ANALYSIS

The system shall be designed and simulated with the aid of a reputable industry simulation software. The complete design shall have a simulation that provides the following and not limited to:

- System size (DC side kWp and AC side kWp & kVA)
- System component parameters
- Complete simulation reports for energy yields
- Load Ratio
- kWh/kWp
- Performance Ratio
- System losses report e.g.:
 - o Incidence angle (IAM) losses.
 - o Soiling losses
 - o Irradiance losses
 - o Thermal losses

- o Light soaking effect
- o Module quality losses
- o Mismatch losses
- o Module degradation loss
- o Ohmic wiring losses
- o Auxiliaries consumption
- o Inverter Losses
- o System Unavailability loss

1.5 PHOTOVOLTAIC MODULE

All PV Modules shall be transported, stored, handled, and installed in accordance with the manufacturer's standards, to ensure that the module manufacturer's warrantee is honoured. The PV Modules shall be from a tier 1 manufacturer (or tier 1 PV Module) and shall be of the Monocrystalline solar panel type. The panels shall carry a minimum 24-year linear power warrantee and a minimum 10 year material warrantee.

The PV Modules shall be compatible to the site environmental conditions related to weather and corrosion and all PV modules shall have anti-PID properties. All modules supplied shall be of the same type and from the same manufacturer. The contractor shall ensure that PV modules are selected and arranged to minimise losses due to mismatching. Where the manufacturer's module flasher data show an IMPP deviation of more than 3%, PV modules shall be sorted into three groups to meet a set tolerance. Only modules from the same set shall be used in the same string. All records of the testing and grouping of Modules must be kept and presented to the Client.

The Contractor shall appoint a PV specialist to test the PV modules and attain baseline VI curves for the system. The tests method statements will be submitted to the Client (Transnet National Port Authority) for approval before the testing is carried out. This testing must be carried out at practical completion stage and must be done every year, for 10 years to ensure that PV modules are still performing as per provide data sheets and to monitor unforeseen manufacturer defects. The contractor and Transnet National Port Authority delegate shall attend, approve and monitor the PV specialist when conducting the testing session in the price schedule.

The final choice of PV module must be based on high quality, high efficiency, optimal performance, and long service life.

1.6 INVERTERS

All Inverters shall be transported, stored, handled, and installed in accordance with the manufacturer's standards, to ensure that the module manufacturer's warrantee is honoured. Inverters shall be string inverters and have a NRS 097-2-1 inverter compliance certificate from a third-party test institute. Approved inverter manufacturers are ABB/Fimer Spa, Huawei and SMA. The contractor shall ensure that inverters are not exposed to direct sunlight.

To enable ease of maintenance, training and spare parts, the contractor shall ensure that all inverters are of the same type and manufacturer. The inverters shall have communications control capabilities as indicated on the schematic drawing. The inverters shall be suitable for outdoor installation and for coastal conditions with severely corrosive environment. The inverters shall carry a minimum 10-year warrantee on performance and build. The installation and wiring of inverters shall be strictly in accordance to manufacturers standards and must be suitable to site conditions. Areas allocated for inverter positions are indicated on the drawings. The inverter controls or the system control system shall meet the requirements of clause 1.7 below.

1.7 SYSTEM CONTROLLER

All parallel inverters shall operate as one system to meet the requirements as per the grid connection code for renewable power plants RPPS's.

The PV System shall be able to perform as per grid codes, with regards to :

- Normal operating conditions
- Abnormal operating conditions
- Frequency response
- Reactive power capabilities
- Reactive Power and Voltage Control Functions
- Power Quality
- Protection
- Active Power Constant Functions
- Control functions
- Availability, supervisory control and data acquisition
- Testing and Compliance

The system shall be equipped with a monitoring and signaling functions to send signals to the Clients through a SCADA System. This system shall be able to report the following to the Client's monitoring system:

- Inverter DC Voltage
- Inverter DC Current
- Inverter DC Power
- Inverter Condition (operating, faults, alarms and errors)
- AC Power output (kW, kVAr, kVA and power factor)
- AC Power direction
- AC Voltages
- AC Currents
- Module Temperature
- Global solar irradiation on plane of array (kWh/m²)
- Global solar irradiation on horizontal surface (kWh/m²)
- Any essential monitoring parameters essential for maintenance

The systems data manager shall be able to log the following data at averages of 15 minutes intervals, with sufficient storage for 1 year's data:

- Inverter DC Voltage
- Inverter DC Current
- Inverter DC Power
- Inverter Condition (operating, faults, alarms and errors)
- AC Power output (kW, kVAr, kVA and power factor)
- AC Power direction
- AC Voltages
- AC Currents
- Module Temperature
- Global solar irradiation on plane of array (kWh/m²)

1.8 DC SYSTEM

The PV System for each inverter must be equipped with string over current protection, over voltage protection and surge protection. All equipment used on the DC System must be rated to the highest operating DC Voltage and Current and should be able to handle the DC fault levels. The DC System to each inverter should be isolatable in accordance to SANS 10142-1.

Battery Energy storage System requirement must have a high energy density, high power, long life (charge-discharge cycles), high round-trip efficiency and safe. The system must be optimized to provide a high energy yield that will meet the required port demand with minimal losses.

1.9 PV MODULE MOUNTING SYSTEM

The PV system must be designed, constructed, tested and commissioned by a specialist contractor. All materials used for the PV and Battery systems shall be suitable for **severely corrosive environment** and carry a minimum warrantee of 10 years. The system shall be designed and signed off by both a suitably qualified structural senior engineer and electrical senior engineer.

1.10 DRAWINGS AND DOCUMENTATION

The Contractor shall supply a full set of drawings for the Client's approval. These drawings shall indicate:

- Cable routes for AC and DC circuits
- Single line diagrams for DC system
- Single line diagram for AC system
- Equipment position layouts
- Distribution line diagrams
- General arrangements for Distribution Boards
- Control and monitoring system (including communication drawings)

Upon completion of the project the Contractor shall provide as built drawings and Operational and Maintenance documents for all system components. In addition, the Contractor shall supply a list of recommended spares.

1.11 MUNICIPAL REQUIREMENTS

The Contractor shall be responsible for the following:

- Registration of the system with the municipality and Eskom
- Grid-studies required by the municipality and Eskom
- Provision of all required documentation upon project completion (including test reports and commissioning data)
- Ensuring the system complies to municipal and Eskom by-laws

1.12 TESTING AND COMMISSIONING

Testing and commissioning shall be done in accordance with the relevant Clauses of the Technical Specification and requirements of the Grid connection/Grid code standard.

Prior to the first delivery inspection of the completed installation, the Contractor shall satisfy himself that the works are complete **in every respect** fully in accordance with this specification and accompanying drawings. Only then shall he arrange for the inspection and commissioning of the installation in the presence of the Engineer and the Client. The Contractor shall remove all his accumulated debris from the site.

The contractor shall ensure that all test certificates and commissioning data is provided to the Client before the remainder of the retention is released.

Level 1 operator training shall be provided to all relevant client personnel.

- Normal operating conditions
- Abnormal operating conditions
- Frequency response
- Reactive power capabilities
- Reactive Power and Voltage Control Functions
- Power Quality
- Protection
- Active Power Constant Functions
- Control functions
- RPP availability, supervisory control and data acquisition
- Testing and Compliance
- Inverter DC Voltage
- Inverter DC Current
- Inverter DC Power
- Inverter Condition (operating, faults, alarms and errors)
- AC Power output (kW, kVAr, kVA and power factor)
- AC Power direction
- AC Voltages
- AC Currents
- Module Temperature
- Global solar irradiation on plane of array (kWh/m²)
- Any essential monitoring parameters essential for Maintenance.