

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

**MAINTENANCE OF RAILWAY TRACK WITH ON TRACK DRAIN CLEANER MACHINE FOR THE
CAPE CORRIDOR (PORT ELIZABETH DEPOT) FOR A PERIOD OF 1 MONTH**

RFQ E-TENDER REFERENCE NUMBER	: TFR/2022/09/1688/13195/RFQ
PEDB NUMBER	: PEDB 39399
ISSUE DATE	: 07 OCTOBER 2022
CLOSING DATE	: 27 OCTOBER 2022
CLOSING TIME	: 10h00 am
TENDER VALIDITY PERIOD	: 12 weeks from closing date (23 JANUARY 2023)

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



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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	MAINTENANCE OF RAILWAY TRACK WITH ON TRACK DRAIN CLEANER MACHINE FOR THE CAPE CORRIDOR (PORT ELIZABETH DEPOT) FOR A PERIOD OF 1 MONTH
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury e-Tender 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.
CLOSING DATE	10:00 am on 27 October 2022 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

Log on to the Transnet e-Tenders management platform website

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.



- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 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 T2.2-18], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*



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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Service Information
Part C4: Affected Property	C4.1 Affected Property



C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Steven Olivier
	Address:	FC Sturrock Building, Fleming Street Port Elizabeth
	Tel No.	041 507 2717
	E – mail	steven.olivier@transnet.net

C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
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1. Stage One - 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 **2 CE or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status (not applicable); 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 **2 CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
 4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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



2. Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

2.1 COMPULSORY LOCAL CONTENT THRESHOLD

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **Railway Maintenance of Way Plant & Equipment Sector**", Transnet is required to set a stipulated minimum threshold be set for this RFQ.

2.1.1. Local Content Threshold

A Local Content threshold of **70%** [seventy percent] will be required for the goods specified in **SBD 6.2**, for the contract period.

Only locally produced or locally manufactured **Railway Maintenance of Way Plant & Equipment** with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

2.2 Local Content Notes

2.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by



the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

2.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

2.2.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

2.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.dti.gov.za/industrial_development/ip.jsp at no cost.

2.2.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.

2.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;



- 2.2.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 2.2.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

2.3 Mandatory RFQ Annexures

The regulatory and **mandatory** RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

Annexure B – Declaration Certificate for Local Production and Content
[SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.

To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
 - Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for



verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

Although Annexure D and Annexure E need not be submitted with RFQ, Transnet reserves the right to call for these Supporting Schedules if required.

2.4 Challenges meeting the Local Content Threshold

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

2.5 Exchange Rate Verification

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

2.6 Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements is not achieved.

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



3. Stage Three – Due Diligence (Objective Criteria)

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

3.1 Health and Safety, Risk and Environmental will only be assessed:

- Health and Safety Management (T2.2-04)
- Tender Safety, Environmental and Risk Objective Questionnaire (T2.2-04a)

3.2 Availability of Machines (T2.2-11)

3.3 Operational Risk (T2.2-03)

Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. Due to the urgency of the project, the due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(Insert Company Name)**
- Contact person and details: **(Insert Details)**
- The Tender Number: TFR/2022/09/1688/13195/RFQ
- The Tender Description: MAINTENANCE OF RAILWAY TRACK WITH ON TRACK DRAIN CLEANER MACHINE FOR THE CAPE CORRIDOR (PORT ELIZABETH DEPOT) FOR A PERIOD OF 1 MONTH.

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

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: **10:00 am** on the **27 October 2022**

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 [23 January 2023]** 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

C.3.11. Only tenders that met the eligibility criteria will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6.

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

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

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

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

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



STAATSKOERANT, 8 AUGUSTUS 2019

DEPARTMENT OF PUBLIC WORKS

NOTICE 423 OF 2019

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION

WORKS CONTRACTS

AUGUST 2019

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

2) Conflicts of interest in respect of those engaged in the procurement process include direct,



indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

i) someone in a position of trust has competing professional or personal interests

which make it difficult to fulfill his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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



C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted



weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make



available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such



duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Signatories for tenderers proposing to contract as joint ventures shall state which of the



signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing



time for tenders that a tender is to be withdrawn or substituted. If the validity period stated

in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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



C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up

To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the

Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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



C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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



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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections



Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement Qualitative interpretation of goal

Fair The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.



The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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



C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule**

- Annexure B: Declaration Certificate of Local Production and Content (SBD 6.2) and
- Annexure C - Local Content Declaration: Summary Schedule
- A Local Content exemption letter from DTI (where applicable)
- Guidance Document for the Calculation of Local Content

Annexure B (SBD 6.2) & Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained

2.1.2 Stage Three – Objective Criteria (Due Diligence)

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

- 2.1.2.1 Health and Safety and Risk and Environmental will only be assessed.
 - Health and Safety Management (T2.2-04)
 - Tender Safety, Environmental and Risk Objective Questionnaire (T2.2-04a)
- 2.1.2.2 Availability of Machines (T2.2-11)
- 2.1.2.3 Operational Risk (T2.2-03)
- 2.1.2.3 Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. Due to the urgency of the project, the due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

2.1.3 Returnable Schedules:

General:

T2.2-03 Operational Risk

T2.2-04 Health and Safety Management

T2.2-04a Tender Safety, Environmental and Risk Objective Questionnaire

T2.2-04b Health and Safety Cost Breakdown

T2.2-05 Letter of Good Standing

T2.2-06 Risk Elements

T2.2-07 Changes to tender document

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

T2.2-10 Storage Capacity



T2.2-11 Availability of Equipment and Other Resources

T2.2-11a Schedules of Machine/s

Agreement and Commitment by Tenderer:

T2.2-12: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Supplier Code of Conduct

T2.2-14 Unilateral Non-Disclosure Agreement

T2.2-15 RFQ Declaration Form

T2.2-16 Certificate of Acquaintance with Tender Document Pact

T2.2-17 Service Provider Integrity Pact

T2.2-18 Request for quotation – Breach of law

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

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-20 Insurance provided by the Contractor

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.5 C2.1 Pricing Instructions Price List

2.6 C2.2 PRICE LIST

2.7 C3 - Service Information

2.8 C4 – Affected Property



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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- 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 **2 CE or higher** class of construction works, are eligible to have their tenders evaluated.

2. Joint Venture (JV) (Not applicable)

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

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 below the required class of construction works under consideration and possesses the required recognition status (Not applicable); 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 **2 CE or higher** class of construction works 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.



Annexure "B"

SBD 6.2

T2.2-02: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;



- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

70% Rail Permanent Way

(Railway Maintenance of way plant and equipment)

70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION(REFER TO ANNEX B OF SATS 1286:2011)****LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)****IN RESPECT OF BID NO.** TFR/2022/09/1688/13195/Rfq**ISSUED BY:** TRANSNET FREIGHT RAIL ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity (Railway Maintenance of way plant and equipment) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	70%
Local content %, as calculated in terms of SATS 1286:2011	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____**DATE:** _____**WITNESS No. 1** _____**DATE:** _____**WITNESS No. 2** _____**DATE:** _____



NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.



- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*; failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.



T2.2-03: Operational Risk [Objective Criteria Schedule]

Operational Risk	Bidder's Response		Supporting Documentation
	Yes	No	
Bidder to offer Supply , Operate and Maintain contract			Signed Method Statement
The Machine shall fit the rail structure gauge of 1065mm			Detailed Drawings of the machine
The Machine gross mass shall not exceed 20ton per axle			Machine specification manual or signed Method Statement
The bidder will commit to undertaking site inspections prior to commencement of task order work in order to plan and mitigate on site risk to production, and provide Transnet with the inspection report			Machine specification manual or signed Method Statement
The Machine shall be capable of spoiling on both sides of the track			Machine specification manual or signed Method Statement
The Machine shall have lateral reach of minimum 3m from the centre of the railway line			Machine specification manual or signed Method Statement
The Machine shall have a minimum vertical reach of 4m			Machine specification manual or signed Method Statement
The Machine shall have a limit crane switch for horizontal and vertical reach			Machine specification manual or signed Method Statement
The Machine shall have minimum productive capacity of 8m ³ per hour			Machine specification manual or signed Method Statement
The Contractor shall be capable of cleaning drains by hand			Machine specification manual or signed Method Statement
The Contractor shall be capable of cleaning and opening of culverts by hand			Machine specification manual or signed Method Statement
The Machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and gravitational acceleration of 6%			Machine specification manual or signed Method Statement
The machine shall be self-propelled and be capable of travelling free on level track at a minimum speed of 60km/h			Machine specification manual or signed Method Statement
The Machine shall travel free on rail up a gradient of 1:30			Machine specification manual or signed Method Statement
The machine shall be capable of being hauled in both directions as a last vehicle of a train if required to clear the section when on breakdown			Machine specification manual or signed Method Statement
Bidder to provide an organisational structure of the management and key personnel involved in the planning and operation of the machine indicating their roles and responsibilities.			Machine specification manual or signed Method Statement



The supplier shall provide a layout drawing of the vehicle.			Machine specification manual or signed Method Statement
The Vehicle shall be capable of accommodating at least 2 TFR employee.			Layout drawing indicating where TFR employee will be seated or specification.
The Contractor shall supply a machine that is not older than 10 years or a machine that has been refurbished (reassembling and replacing components that restore the machine to its state when originally manufactured) 5 years as measured from the date of award or earlier than that.			Year Model of the machine or Date of refurbishment as well supporting proof (proof should show critical parts that enhance capacity)
<p>The Bidder must submit a machine and equipment maintenance plan that indicates how the availability and productivity of the machinery and equipment will be ensure. The maintenance plan should include but need not be limited to</p> <ul style="list-style-type: none"> - Maintenance intervals. - Average time to maintain for both major and minor services - Workshop facilities - Maintenance Structure - Spares Management 			Submission of draft maintenance plan



T2.2-04: Health and Safety Management [Assessment Schedule]

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following 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
 - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. 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 and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

Attached submissions to this schedule:

.....
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.....
.....
.....
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T2.2-04a: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE													
1A. Injury Experience / Historical Performance - Alberta													
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													
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				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 Work Day 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
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician												
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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?		<input type="checkbox"/> Yes <input type="checkbox"/> No											
(Please provide letter of confirmation)													
2. CITATIONS													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												

**3. CERTIFICATE OF RECOGNITION**

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____
4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?

☐ Yes☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>



5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

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?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly
☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No



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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**8 PERSONNEL**

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

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	Phone Number



T2.2-04b: Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	
MAINTENANCE OF RAILWAY TRACK WITH ON TRACK DRAIN CLEANER MACHINE FOR THE CAPE CORRIDOR (PORT ELIZABETH DEPOT) FOR A PERIOD OF 1 MONTH	TFR/2022/09/1688/13195/Rfq	Port Elizabeth Depot (Various locations between Verby station to Witmos station)	

#	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 (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
15.	Other			

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

T2.2-5 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-06: Risk Management [Assessment Schedule]

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.



T2.2-07: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

C.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer



T2.2-08: 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



T2.2-09: 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		



T2.2-10: Storage Capacity

Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

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

[illegible]



T2.2-11a: Schedules of Machine/s

a) Workload: Drain cleaning m³ (cubic per metres)

TYPE OF MACHINE OFFERED:

1.1	<p>Type of machine. (Description, year of manufacture, Engine output, other facilities apart from attachments) (Brochure preferably to be attached)</p> <p>Excavating unit</p> <p>Spoil removal unit</p>	
1.2	<p>Carrying capacity (Size and Tonnage)</p> <p>Weight (Empty)</p> <p>Weight (loaded)</p>	
1.3	<p>Loading of spoil:</p> <p>Rate at which machine can excavate in standard drain and load, ready to transport away for spoil. (Bucket size offered and bucket loads per time unit)</p> <p>a) Capacity to load (m³ h average)</p> <p>b) Load capacity before travel to spoil.</p> <p>c) Estimated portion of working time Twl, loading.</p> <p>d) Historic average m³ / Tw hour (Loading & Offloading per Tw hour Provide data if available)</p> <p>e) Reach - m from track centre.</p> <p>f) Describe method to adjust for excavation around mast poles and rock outcrops.</p> <p>g) Estimated period to load wagon and cycle time to re-start loading.</p> <p>h) Describe method of trimming / shaping soil drains</p> <p>i) Any other additional description and or quantities related to capacity and rate machine can work</p>	
1.4	<p>Spoil removal & Offloading:</p> <p>Method of spoil loading, volume and method of travel to spoil and site and process of spoil dumping.– describe in detail)</p>	



	a) Describe method of offloading. (Bags, m3, wagon/ trailer, cranes? Tip or conveyor system) b) Capacity of spoil loaded before removal. c) Off-load rate d) Reach for offload – m e) Describe method of trimming / shaping spoiled soil. f) Any other additional description and or quantities related to capacity and rate machine can work	
1.5	Spoil disposal: Part or independent of Spoil excavation. Describe	
1.6	Speed machine can travel on normal track (section speed min required) a) Machine alone. b) Machine with drain cleaner unit & wagon (Unloaded) c) Machine, Drain clean wagon (Loaded) d) Travel (Empty to new staging)	
1.7	No of workers machine can transport – how will workers be moved to site.	
1.8	Speed machine can travel on 1:30 up-grade: a) Machine alone b) Machine & wagon c) Machine & wagon loaded	
1.9	Describe all operating restrictions	
1.10	Other	



Schedule of Labour for full time support of machine operations

(Fill in relevant Information)

	A) Machine support Labour	B) Full time support Subcontract labour as part of machine activity.	C) Any other full time labour – (Functions to be specified.)
1. Contract supervisor			
2. Machine operators			
3. Machine maintenance support Technicians			
4. Machine Technician Trade hands supporting each machine:			
5. Other Machine support Grades: Specify:			
6. Subcontractors supervisor / Track Maser for drain cleaning support.			
7. Subcontractors Trade hands for track support.			
8. Bonders.			
9. Flagmen			
10. Workers (Track workers Un –skilled labour)			
11. Vehicle allowed for transport of workers & tools. (Type & Capacity)			
12. Any other support allowed for execution of this function (Clarify)			

Signed

Date

Name

Position

Tenderer



T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-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 80/20 PREFERENCE POINT SYSTEMS

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

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



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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁴	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

⁴ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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

- 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: L . =(maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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



7.1.1 If yes, indicate:

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

(Tick applicable box)

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the



contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....



SBD4

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 interest⁵ 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**

⁵ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁶ 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

⁶ 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.



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-13: 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



T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
..

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

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

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

2. CONFIDENTIAL INFORMATION

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



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

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

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

**7. ADEQUACY OF DAMAGES**

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

**T2.2-15: RFQ DECLARATION FORM**

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:
[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:



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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

For and on behalf of

.....

duly authorised thereto

Name:

Signature:

Date:

IMPORTANT NOTICE TO TENDERERS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a 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.



T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFQ. 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



T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



PREAMBLE

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

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

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

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

1. OBJECTIVES

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

2. COMMITMENTS OF TRANSNET

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

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



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

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

3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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



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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption



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

4. INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; 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 Quotational ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10. DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.



11. GENERAL

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

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

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

Signature

Date



T2.2-18: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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



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



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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

_____ (Name of company)

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



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

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

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.00			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



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:

MAINTENANCE OF RAILWAY TRACK WITH ON TRACK DRAIN CLEANER MACHINE FOR THE CAPE CORRIDOR (PORT ELIZABETH DEPOT) FOR A PERIOD OF 1 MONTH

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

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



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail FC Sturrock Building Fleming Street Port Elizabeth 6001
	Tel No.	041 507 2717



10.1	The <i>Service Manager</i> is (name):	Mr. Ian Mncube
	Address	Inyanda House 1, 21 Wellington Road, Parktown, 2193
	Tel	011 544 9175
	e-mail	ian.mncube@transnet.net
11.2(2)	The Affected Property is	In respect of each Task Order, the identified portion of the South African Freight Rail Network
11.2(13)	The <i>service</i> is	Maintenance of Railway Track with on-Track Drain Cleaning Machine at Port Elizabeth Depot for a Period of 1 Month
11.2(14)	The following matters will be included in the Risk Register	(a) Cancellation of track occupations at short notice. (b) The shortage of pilots to move machines between depots. (c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers. (d) Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers. (e) Dry vegetation at or near most worksites is a fire hazard.
11.2(15)	The Service Information is in	Part C3 Service Information
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	7 days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	29 November 2022
30.1	The <i>service period</i> is	30 Days
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	



50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	none
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorized Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.



83.1 The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:

The Total of the Prices.

9 Termination There is no Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

A Priced contract with price list

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than **1 week**

11 Data for Option W1

W1.1 The *Adjudicator* is (Name) **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 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 **Johannesburg, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law **No additional data is required for this Option**

X17 Low service damages

X17.1 The *service level table* is in

Performance level	% Achieved of performance (Availability of the machine X Productivity of the machine) for each task	Low service damages for each task order
Rate of production X Availability	99-100% performance achieved	R0 (nil)



	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 2.1 -2.5 of Price List)
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)

X18 Limitation of liability

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.



X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <ul style="list-style-type: none"> • The <i>Contractor's</i> total liability for the additional excluded matters is not limited. • The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 (Six) months after the completion of the services at a specific Affected Property or the completion of a Task Order (whichever is applicable).
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 (five) days of receiving the Task Order.
Z	<i>Additional conditions of contract</i>	



Z1 Obligations in respect of Termination	
Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	<p>Termination Table</p> <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3	<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z2 Right Reserved by Transnet to Conduct Vetting through SSA	
Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</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.
Z3 Additional clause relating to Collusion in the Construction Industry	



Z3.1 The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

Z4 Protection of Personal Information Act

Z4.1 The *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

Z5 Local Production and Content Obligations

Z5.1 In terms of Local Production and Content (**SBD 6.2**), **Annexure B** and **Annexure C** of the Returnable Schedule **T2.2-02** Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: **Railway maintenance of way plant & equipment**

Z5.2 The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

Z5.3 The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z5.4 The *Contractor* must refer to **Schedule A** attached to the Returnable Schedule **T2.2-02**. Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.



Z5.5

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is%
	The <i>subcontracted fee percentage</i> is%
11.2(14)	The following matters will be included in the Risk Register	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2
11.2(19)	The tendered total of the Prices is	R.....



PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions	2 - 6
C2.2	Price Lists Production Machine with a minimum of 8m3 Price List	7 - 8



C2.1 Pricing Assumptions: Option A

1. GENERAL

1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms

11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to date is the total of the Price for each lump sum item in the Price List which the Contractor has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Assessing the amount due

50.2 The amount due is the Prices for the Services Provided to date plus other amounts to be paid to the Contractor, less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

1.3 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him. The Contractor should make a provision of standing time when pricing. Standing time which might be due to the Employer or external factors such as weather, theft and incidents during the occupations and outside of the occupation should be factored on the main rate while pricing.



It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2;
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

2. FORMAT OF THE PRICE LIST

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering Contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates.

- (i) Volume based pricing with applicable rates based on actual volumes of work provided to the Contractor

3. GENERAL PRICING ASSUMPTIONS

- 3.1.** The agreement is based on the NEC Term Service Contract.
- 3.2.** It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3.** The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4.** The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).
- 3.5.** The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6.** For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7.** The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).



4. MEASUREMENT AND PAYMENT FOR CONTRACT

This part C2 of the specification as well as any reference in part **C3** will apply to determine conditions under which payments for this contract are to be made.

The basis of payment of this contract is the **final m3 removed from the drains by the drain cleaner machine or manual/hand team**. The quantities provided on the price list are estimates and not guaranteed.

4.1 Item 1 Cubic meters removed

4.1.1 Item 1.1: Cubic Meters Removed by Machine Rate

This refers to the spoil removed in cubic meters (m3) by the machine. The *Contractor* shall be paid for the spoil removed.

4.1.2 Item 1.2: Cubic Meters Removed by Hands Rate

This refers to cleaning of drains and removal of spoil manually using hands. Payment shall be done for the spoil removed.

4.1.3 Item 1.3: Cleaning of Culverts by Hands Rate

This refers to cleaning and opening of culverts manually using hands. The item shall be paid for each culvert cleaned manually using hands.

4.1.4 Item 1.5: Cleaning of level crossings by Hands Rate

This refers to cleaning and opening of level crossings manually using hands. The item shall be paid for each level crossing cleaned manually using hands.

4.2 Item 2 Overtime

4.2.1 Item 2.1 Normal Overtime

Only approved overtime agreed between the Project Manager, Depot and *Contractor* shall be paid. No overtime shall be paid due to *Contractor* related issues i.e. productivity related or *Contractor* working extra hours to catch-up on daily targets and availability.

Overtime payments will be made for occupation time during week days (Monday to Friday) in excess of the hours of maximum occupation time (TOM) of 8 (eight) hours per day.

4.2.2 Item 2.2 Saturday Overtime

Overtime payment will also be made for work performed on a Saturday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days.

Overtime payment will also be made for work performed on a Saturday shift day when work is performed in excess of 8 hours for the day.

Only the occupation time allocated will be considered for the calculation of overtime. This implies



excluding preparation time outside of the 8 hours occupation time.

4.2.3 Item 2.3 Sunday and Public Holiday overtime

Sunday time payment will be made for work performed on a Sunday or Paid Public Holiday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days.

Sunday time payment will also be made for work performed on a Sunday shift day when work is performed in excess of 8 hours for the day.

Only the occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of the 8 hours occupation time.

4.3 Item 3 Shift Allowance

4.3.1 Item 3.1 Saturday shift allowance

A shift allowance payment will be made for work performed on a Saturday when working five days out of every seven days or ten days out of every fourteen days.

4.3.2 Item 3.2 Sunday and Public Holiday

A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working five days out of every seven days or ten days out of every fourteen days.

4.3.3 Item 3.3 Night shift

A night shift allowance payment will be made when an 8 hour occupation or part thereof falls between 18h00 and 06h00.

4.4 Item 4 Labour rates

This item shall also be used for any required and approved day labour. The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the Project Manager. Payment of labour rates is provisional and the Contractor should get approval from the Project Manager prior to hiring additional labour for any project.

4.5 Item 5 Plant Hire

This item is provisional and approval by the Project Manager is required prior to the Contractor hiring any of the vehicles or machinery listed under this item.

4.6 Item 6 Moving Machine

This item will be paid for distance travelled from one depot to another in kilometres after completion of work. The distance travelled from stage area to working site during an occupation does not form part of this item.

4.7 Item 7 Excess for a Cellphone

This item is Provisional and it will only be paid if personnel acting on behalf of the Employer make use of the Contractor's cellphone for communication in relations to the occupation.



5 GENERAL

Payment for a cubic meter (m3) of spoiled removed shall be made per machine. This rate shall include for the full time availability of the machine including the provision and maintenance of the machine in full operational condition, and also including all maintenance and support staff and fuels.

All time and productivity records and calculations shall be recorded on every month's payment calculations to monitor time allowed for the contractor to achieve the required output.



C2.2 The Price List

Drain Cleaning Machine Service

Production Range: Minimum of 8m³ per/hour

Number of Drain Cleaning Packages Required = 1

NB! The Employer reserves the right to reduce the number of work package required prior to the award of the contract where applicable.

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE EXCL. VAT	AMOUNT EXCL. VAT
1	Cubic (m3) Removed		-		
1.1	Cubic meters (m3) removed by machine	739	m3		
1.2	Cubic meters (m3) removed by hands	82	m3		
1.3	Cleaning of culverts by hands	1	each		
1.4	Opening of Level crossings by hand	Provisional	each		
2	Overtime		-		
2.1	TOM > 8 Hrs Week days (Monday - Friday)	20	Hour		
2.2	Weekend Saturday > 8 Hrs	4	Hour		
2.3	Weekend Sunday & PPH	4	Hour		
3	Shift Allowance		-		
3.1	Sat when 10 out of 14/ 5 out of 7	16	Hour		
3.2	Sunday & PPH	16	Hour		
3.3	Night shift	4	Hour		
4	Labour rates		-		
4.1	Artisan	Provisional	Hour		
4.2	Skilled labour	Provisional	Hour		
4.3	Unskilled labour	Provisional	Hour		



5	Plant Hire		-		
5.1	Tractor - (TLB)	Provisional	Day		
5.2	Tipper -Single Axle 3-4 m3 -7ton	Provisional	Day		
5.3	Tipper -Single Axle 6-8 m3 -10-12ton	Provisional	Day		
5.4	Bobcat	Provisional	Day		
5.5	LDV	Provisional	Day		
6	Moving Machine	1600	Km		
7	Provisional sum: Excess for Cell phone	1	Monthly		
TOTAL AMOUNT (EXCLUDING VAT) MUST BE CARRIED OVER TO THE C1.1 FORM OF OFFER					R

Note : The quantities shown on the table above are not guaranteed, the figures are estimates.

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	28
Total number of pages		29

CONTENTS

- 1. Description of the service**
- 2. Service**
- 3. Management and start up**
- 4. Training**
- 5. Construction**
- 6. Standards of workmanship and Accuracy**
- 7. Evaluation of Machine Performance**
- 8. Plant and Materials standards and workmanships**
- 9. Testing, Completion, Commissioning and Correction of Defects**
- 10. List of reference specification**
- 11. Procurement**



C3.1 Service Information

1. Description of the service

1.1 Executive overview

The service that the Contractor is to perform includes the maintenance of railway track by the *Contractor* with on-track drain cleaning machine/s capable of the mechanised cleaning of cuttings under live OHTE (Electric Overhead Track Equipment) and working between trains, as well as manual cleaning of drains (cleaning drains by hand) and open of culverts by hands.

1.2 Employers Objective

The Employer's current objective is to:

- clearing of all soil, silt and vegetative growth from earth drains
- profiling and trimming of the side slopes of cuttings and drains
- Open line production drain cleaner
- Loading and removing redundant materials from track
- Spoiling and levelling (spoil cleared material clear off track on shoulders of banks outside cuttings)
- cleaning of drains by hand
- cleaning and opening of culverts by hand
- Transport personnel, material and equipment to and from the work site.
- Work safely under live OHTE (Electric Overhead Track Equipment)
- Cutting vegetation on the drains to enable the machine to clean the drains effectively

1.3 Access to the Affected Property

The contract area will be all track owned, or maintained, by Transnet Freight Rail Cape Corridor (Port Elizabeth Depot).

1.4 Provisions

The *Contractor* provides on-track drain cleaning machine/s capable of the mechanised cleaning of cuttings under live OHTE (Electric Overhead Track Equipment) and working between trains.

1.5. Definition

The following definitions shall apply in addition to those of the specification attached.

1.5.1 Actual Preparation Time (Tp)

Means the period between the actual commencement of the track occupation and the actual commencement of the work by the machinery, plus the period of time between the actual end of



the work by the machinery and the actual time when the machinery is secured at its staging point, clear of the occupied track. Preparation time excludes all periods of delay by *Employer*.

1.5.2 Annual Holidays

Means the annual holiday with duration of 15 consecutive working days plus statutory public holidays, Saturdays and Sundays that may fall within in this period, when no Work will be performed by the *Contractor*.

1.5.3 Availability(A)

Means when required to do work, a machine is able to produce work to the standards specified.

1.5.4 Breakdown Time (Tb)

Means all periods during which the machinery is non-available.

1.5.5 Day

Shall mean a calendar day where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance the days between the commencement and last day of the Annual Holidays (both days included) and the day from which the period is stated or agreed to commence, shall be excluded from the calculation of the number of days concerned.

1.5.6 Double Shift Working

Means the working of two consecutive shifts of 8 hours, which may each be non-continuous and scheduled at any times during a 24 hour day.

1.5.7 Free-on-Rail

Implies, allowing the *Contractor* to move an On Track machine from one track destination to another with no track usage cost levied on the *Contractor*. Transnet provides the right of passage and the pilot required for the machine to the *Contractor*, without cost and at times whereby such a passage and pilot can be made available by Transnet. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the *Contractor's* depot if required o by the *Contractor*. Free-on-Rail movement of a machine during a contract for major *workshop* repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur in the *Contractor's* time.

1.5.8 Joint Assemblies

Means all types of joints, including flash-butt and thermite welded, fishplate and block-joints.

1.5.9 Machinery

Means the on-track machinery provided complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the requirements of the specifications.

1.5.10 Maximum Occupation Time (Tom)

Means the total occupation time granted by the *Employer* to the *Contractor* to execute the services as per the contract agreement.

1.5.11 Monthly working Time (Twm)

Means the targeted average monthly working time.

1.5.12 Moving Time (Tm)

Means the period required to move the machinery from work site to work site as a train, as part of or on a train. Moving time will commence at the announced time of departure and will end when the staging point at the new work site is reached. Periods of overnight stops when the machinery is traveling as a train, as part of or on a train will be excluded from moving time. Moving time will be included in occupation time for payment purposes.

1.5.13 Night Shift Allowance

Means an allowance paid for any time worked between 18h00 and 06h00 (Night shift allowance is additional to either overtime or normal shift time, if applicable)

1.5.14 Non-availability

Means when required to do work, the machinery or the operation thereof is unsafe, or the machinery is not able to produce work to the standards specified, due to any reason other than a stoppage of work caused by *Employer*.

1.5.15 Normal Working Day

Means a total shift of 8 hours, which may be non-continuous, out of every 24 hours for 5 consecutive days out of every 7-day period, or for 10 consecutive days out of every 14-day period. The Supervisor Deputy will determine the daily starting time, which may vary to suit seasonal changes or train timetables.

The *Service Manager* shall decide when 10/14-day work shifts will be worked. When a machine works a 10/14-day shift, *Employer* will consider such working shifts and the additional Saturday and Sunday shift payments will then apply.

1.5.16 Normal Shift Working (not exceeding Normal Working Hours)

Shifts (8.0 hours) worked on Saturdays up to Normal Working Hours
Shifts (8.0 hours) worked on Sundays up to Normal Working Hours
Shifts (8.0 hours) worked on Public Paid Holidays up to Normal Working Hours

1.5.17 Occupation

Means a formal closure of the line to normal traffic on which work is to be performed for a specified period, arranged in accordance with Infrastructure Occupation Management System (IOMS) and implemented in accordance with the Protection Manual.

1.5.18 Occupation Between Trains (OBT)

Means when required to be available the machine will work a portion of track without the adjustment of trains services

1.5.19 Occupation day (To-day)

Means any day that the machinery will be required to be available.

1.5.20 Occupation Time (To)

Means the period(s) between the announced commencement time of an occupation and the time when the machinery is secured at its staging point for the last time.



1.5.21 Overtime

Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7-day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the *Service Manager*.

1.5.22 Restricted Track

Means that portion of plain track where locking bars, guard rails and check rails are not removed prior to working or where sleepers are skewed by more than 75mm (measured at the rail's centre line) or where Dowty retarders and boosters are fitted which prevent the machine from producing work at the scheduled rates as defined in the Special Conditions and Specifications.

1.5.23 Split Occupation

Means an occupation on any one-day, divided into 2 periods, the sum of which does not exceed 9 hours, with a 2 hour break in between and the total period not exceeding 11 hours.

1.5.24 Standing Time (Ts)

Means the loss of *Working Time* incurred by the *Contractor* due to reasons attributed to the *Employer*.

1.5.24.1 Standing Time Allowance: means the time that the Employer allows for the unforeseen disruption in the Working Time. The Employer's Standing Time Allowance will be one (1) hour of the required Working Time per shift. *Contractors* are to factor this Standing Time Allowance in determining the pricing offer.

1.5.25 Supervisor's Deputy

Means the person appointed by *Employer* under the control of the Technical Officer from time to time to take occupations for the machines for the contract, pilot machines to and from site and to supervise the execution of the workload and ensure safe and quality work being done by the *Contractor* and the machine.

1.5.26 Time Worked in (Twi)

Means any day a machine is agreed to be available and *works* outside of and in lieu of a normal working day. Such Twi as well as production statistics and all relevant times must be reflected against the day for which the time was worked in.

1.5.27 Top

Means a change of gradient of one or both rails.

1.5.28 Track

Means and includes plain track, restricted track, sets, splice joints and all joint assemblies.

1.5.29 Travelling time (Tt)

Means the time for the machinery to travel between work site and staging point.

1.5.30 Twist

Means the algebraic difference between adjacent cant measurements.

1.5.31 Versine

Means the offset measurement at midpoint of a 10m chord taken at any location on curved track. Measurements will be taken 15mm below the top of the rail, against the gauge side of the rail used by the machine as a datum for aligning.

1.5.32 Works

Means the *works* to be carried out in terms of the Contract.

1.5.33 Working time (Tw)

Means the periods during which the machinery is actually engaged on the operation or function for which it is provided.

1.5.34 E7/1 - Specification For General Work And Works On, Over, Under Or Adjacent To Railway Lines and Near High Voltage Equipment

1.5.35 **OEM** refers to the Original Equipment Manufacturer of the machinery.

1.5.36 **MTM** Maintenance Track Manual 2012 version.

2. Service

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

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

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

2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

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

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the service to this end, access routes are allocated and coordinated by the *Service Manager*.



2.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within affected property complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

2.1.3 People restrictions on Affected Property; hours of work, conduct and records:

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

2.2 This contract includes the maintenance of railway track by the Contractor with on-track drain cleaning machine/s capable of the mechanised cleaning of cuttings under live OHTE (Electric Overhead Track Equipment) and working between trains, as well as manual cleaning of drains (cleaning drains by hand) and open of culverts by hand.

2.3 This drain/culvert cleaner contract shall include the supply, the operation, maintenance and supply of all consumables and the support services and equipment necessary for the execution of the work to full meaning and intent of the contract.

2.4 The Affected Property and areas where the services will be executed shall be all railway lines owned and or maintained by the Employer under Port Elizabeth Depot.

2.5 The following type of Drain Cleaner and machine capacity is required:

Work Load category	Machine and/or Type of Machine output required	Planned depot or area where machine is required to work	Estimated effective work time per month (Tw)	Spoil in cubic meters (m3) to be cleaned/removed per year	Required standard rate of material removal (m3/hr) from drain/cutting
Cleaning of drains	All types of Drain Cleaner machines capable of removing spoil on a minimum of 8m3 per hour.	Port Elizabeth Depot	<i>To be advised by the Bidder in its proposal</i>	<i>To be advised by the Bidder in its proposal</i>	<i>To be advised by the Bidder in its proposal</i>

2.6 Drain cleaner contract is required for the following:

- clearing of all soil, silt and vegetative growth from earth drains
- profiling and trimming of the side slopes of cuttings and drains
- Open line production drain cleaner
- Loading and removing redundant materials from track
- Spoiling and levelling (spoil cleared material clear off track on shoulders of banks outside cuttings)



- f) cleaning of drains by hand
- g) cleaning and opening of culverts by hand
- h) Transport personnel, material and equipment to and from the work site.
- i) Work safely under live OHTE (Electric Overhead Track Equipment)
- j) Cutting vegetation on the drains to enable the machine to clean the drains effectively

2.7 The Depot Manager, however reserves the right to deploy the machine wherever it is needed within the lines owned and operated by Port Elizabeth depot.

2.8 The Employer shall compile the schedule of work for each Machine as per the workload issued by each Task Order.

a) The deployment of the capacity of the drain Cleaner and the priority of work site shall be determined by the Employer.

2.9 The rate of drain cleaning for all offers will be considered in the award of contracts. Track possession time and total time required to execute the work load shall therefore be considered for the contract award and be monitored and managed throughout the duration of contracts.

2.10 More work than planned may be done per depot per machine per year, only if instructed so by the Service Manager and confirmed as allowable within the total value of the contract by the Service Manager.

2.11 Drain Cleaning will include a variation of the removal of low volume of material per meter of drains as well as a high volume.

2.12 The contract period shall be for 7 years (84 months).

2.13 The work shifts may either be 5 days out of 7 or where work and staff requirements justify, 10 work days out of 14. The annual break shall be for a period of at least 15 work days and shall normally be arranged for over the annual Builders break in December.

2.14 The Contractor may be required to be available during Annual Holidays for emergency work.

3. Management and Start Up

3.1. Management meetings

3.1.1. Project management meeting must be conducted once every month for the duration of the contract by the Service Manager and Contractor who must attend these meeting. Project progress and



programme (revision) must be discussed in these meeting. This meeting shall be for the purpose of discussing machinery moves, actual progress versus construction programme, delays, service information, etc.

3.1.2. Operations planning meetings must be done every scheduled day and on Site. The Contractor, Employer representative (typically the foreman) and all other supporting staff of both Contractor and Employer must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meeting. All these will do prior the operation for that particular scheduled day.

3.1.3. Payment meeting must be conducted once every month for the duration of the Contract. Both the Service Manager and the Contractor must be represented in these meeting. This activity must be done before the 10th of every month, payment submission and assessment must be done according to NEC3 Terms Service Contract (TSC3).

3.1.4. Site meetings: The Contractor shall attend meetings as scheduled by the Service Manager; such meetings shall be for the purpose of discussing daily challenges experienced with the machine and operational issues.

3.1.5. The Service Manager may call ad-hoc meetings any time during the contract period.

3.1.6. Technical and Safety audit of the machinery and Equipment must be done twice a year, and the report must be send to Service Manager.

3.1.7. Machine brake test must be done every month, and the written or electronic report must be sent to the Service Manager monthly.

3.2. Documentation

3.2.1. A complete maintenance manual and spare parts list must be available on the machine.

3.2.2. The Contractor shall supply the Service Manager with maintenance plans and submit monthly maintenance reports.

3.2.3. A complete operator's instruction manual must be available on the machine.

3.2.4. A complete machine safety and risk file must be available on the machine.

3.2.5. A visitor registration book must be available on the machine.

3.2.6. A Site diary must be available on the machine.

3.3. To be provided by the Contractor

3.3.1. Planning of work and emergency standby.

3.3.2. The Contractor shall in addition to what is stipulated in this Service Information, provide the following facilities and support for the;

3.3.2.1. Lighting of the Work Site

The Contractor shall provide lighting on and with a machine should the machine be required to work at night. Where a machine is required to work at night, the Contractor will be required to provide lighting for the support labour required to work with the machine. This will apply to all workplaces in tunnels and other work places where work is to be taking place during hours between 18:00 and 06:00. The Employer will notify the Contractor at least one week prior to lighting arrangements needing to be made. The lighting shall be of intensity and spread to satisfy safe work and efficiency requirements.

The Contractor's lighting will not be required on the workplaces where the Employer's labour is employed. The Contractor may also utilise the existing lighting power supplies (where available) to assist him in lighting the workplace.

3.3.2.2. Flagmen

The Contractor shall provide two flagmen to ensure protection of the site at all times for occupations. The flagmen shall be included in the rates tendered for the machine. In the event that additional flagmen are required for a separate worksite if required for a stabilizer working independently, the Contractor shall also provide these additional flagmen. These additional flagmen will then be paid for under day rates.

3.3.2.3. Support labour and tools:

The Contractor or his sub-contractor shall provide all equipment, tools and support required to support the drain cleaning activity, including the control measurements to control quality.

3.3.2.4. Accommodation and other use of Employer's wagons.

No such wagons are foreseen to be part of a Drain Cleaning contract.

3.4. Quality measurements.

3.4.1. Geometry measurements done by the Contractor ahead of and after Drain Cleaning shall be in accordance with Maintenance Track Manual 2012 Edition, shall be handed in hard copy and / or electronically to the Employer's representative on the same day that the work has been performed. Labour for these measurements must be included as part of the compulsory support of the machine and not extra labour.



3.4.2. Measurements shall be done manually and/or electronically.

3.4.3. The standards for structural gauge shall be adhered to (E7/1 specification). The Contractor shall verify the structural gauge parameters himself and adhere to the specified standards.

4. Training

4.1. Training of Contractor's staff and compliance with safety requirements.

4.2. The Contractor shall ensure that all staff working on or with the contract are adequately qualified and trained, so as to comply with any relevant safety and quality requirements. This applies for both the Contractor's own staff or any staff of a Subcontractor employed by the Contractor.

4.3. This responsibility of the Contractor's to ensure that his staff is qualified and trained implies that:

- a) Specific graded staff shall be qualified and sufficiently experienced and in possession of a qualified certificate for the required position or responsibility.
- b) All staff shall also possess any other relevant induction or safety qualifications.
- c) The Contractor shall ensure that a complete up to date record is kept of safety qualifications or training and certification of all staff for all the relevant qualifications and safety requirements.
- d) The record of the qualifications and or training kept by the Contractor shall also be available on site.
- e) All relevant requirements for refresher training shall be adhered to and the Contractor shall ensure that the refresher training and certification required is provided for the relevant staff.

4.4. At the commencement of the contract, the Employer shall assist the Contractor with the initial on-the-job training for the staff as specified below, so as to assist the Contractor to qualify the worker's / staff. The assistance for training shall apply only for the types of training listed in the Training Table 1, inserted below.

4.5. The Contractor shall ensure that all qualifications, training, and certification for all other requirements such as Machine Operators, Technicians / Fitters, Track Masters or Machine Track maintenance Service Managers, Drivers, Crane and Earthmoving operators, Rail disc cutter operators are in place, valid and that record is kept of such qualifications. This implies that the Contractor shall ensure that proof of qualifications are kept and provided on request.

4.6. Where training is required by the Contractor for other than normal track work functions and the Employer has undertaken to provide this training, the following shall apply:



- The number of staff requiring training for a specific qualification or activity is to be provided by the Contractor in good time to allow for arranging such training;
- Training will normally only be provided at an Employer's facility;
- Arrangements for the training and/or testing must be made with the Service Manager.

4.7. For critical work outputs as well as specific activities, the Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks to ensure experience of safe and productive working.

4.8. Where the Contractor will be required to provide an accredited trainer, paid for by the Employer under the "Day Labour" rate, or where the Contractor arranges his own staff's re training or refresher training, the Employer will make available, free of charge, any of the existing depot venues if so required by the Contractor. Arrangements for the venue for training shall be made by the Contractor with the depot through the Service Manager.

4.9. When training is conducted by a representative of the Contractor, the basic specifications and content of what is required to conduct the training, will be supplied by the Employer. Where the Employer cannot supply duplicate copies of this content, the copies may be duplicated by the Contractor with the approval of the Service Manager. The cost of the copies will then be re-funded to the Contractor after the approval of the invoice.

- Training to be provided by Employer or by hired accredited trainers:

a) The intention is that the Employer shall provide, where required, the training for the qualifications or certification as listed below at the start of this contract. Where the Employer cannot provide the training, the required accredited trainer shall be hired by the Contractor and be paid for under the provisional day labour item.

b) During the course of the contract any required alternative or follow up or refresher training for new recruits or replacement staff, shall be undertaken by the Contractor as part of the contract responsibility and at the cost of the Contractor.

c) For the purpose of pricing, where an accredited trainer is required to be provided by the Contractor, the following assumption must be used:

- The content of Training course material required by the Employer will be provided by the Employer.
- The trainer will need to be sufficiently qualified and then be tested by the Employer and be accredited by the Employer to conduct the training and testing and certification of candidates trained. Such a testing of a trainer shall be done by the Employer free of charge as part of a group of contracts but transport and accommodation cost of such a trainer shall be for the account of the Contractor.



- Depot facilities such as venues for training may, on appointment with the depot, be used free of charge by such a trainer to conduct training for the contract.
- For any training, the transport, accommodation and meals of any candidates being trained, shall be for the account of the Contractor. This shall also apply at the start of the contract.

Training: Table 1: Training on the Employer's contracts: List of types of training

Type of Training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future Refreshment training
Induction	All contract staff including new entrants. Start of work at any new depot	+/- 2 hours	Depot where work starts	<i>Employer's Service Manager or Track inspector</i>	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Electrical awareness	All contract staff including new entrants	+/- 2 hours	Depot where work starts	<i>Employer's Depot's electrical officer or accredited trainer</i>	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
PWC (Electrical)	<i>Service Managers, Operators, fitters, Technicians & Workers supporting fitters, working in risky OHTE areas.</i>	2 days	Depot where work starts	<i>Employer's, Esselen Park or Depot accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Competency (Electrical)	<i>Service Managers (Follow up training in PWC)</i>	1 day	Depot where work starts	<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Bonder Training	Bonder	5 days		<i>Employer's accredited trainer, or Employer's hired accredited trainer : by appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.

4.10. Track maintenance (Workers):

If required at the commencement of the contract, assistance with the training, to qualify the Contractors workers to perform the following tasks shall be given. This assistance shall be limited to showing the Contractors Track master how work is to be done. Tools and repeat training must be provided by the Contractor

4.11. Training of Track Inspectors, Track Masters and or Trade hands (Perway):

a) This training shall be solely the responsibility of the Contractor. Only qualified people, qualified for the type of work required for the support required for the contract, shall be used by the Contractor for these positions. The Contractor shall ensure that staff used, do comply with requirements for the industry for the type of work required for the contract.

b) The Contractor's Track Master/Track Inspector shall take full charge of the Contractor's resources on the work site. Such a Contractor's Track Master or Track Inspector shall be responsible to ensure performing Track work safely and to the standard of the industry for the relevant type of work and line traffic conditions. An employee / agent appointed by the Contractor, will not act as, or be allowed to take on any responsibility as, the person-in-charge-of-the-occupation. The function of person-in-charge-of-the-occupation is restricted to any current standard Employer policy in place at the time of the work being performed. At present this is restricted to a competent Employer Track Masters and or Track Inspectors used for On Track contract work.

c) The person-in-charge-of-the-occupation for an On Track machine shall be a competent Employer's employee, reporting to the Employer's Depot Engineer. This person shall be responsible for the following on a work site:

- Taking occupations
- Placing and controlling the flagmen
- Declaring the track safe for the passage of trains
- Cancelling the occupation and recalling the flagmen
- Communication with train traffic control with regard to occupation matters.
- The issue and control of all flags, warning boards and detonators

4.12. Training of Flagmen:

a) For this contract, certified flagmen are required to be provided by the Contractor.

b) Any flagmen provided will be subject to control testing by the Track Inspector of the section to ensure compliance of protection duties relevant for the section of track to be worked as well as the activity required to be performed, e.g. protection of drain cleaning work. The testing of flagmen



proficiency by the Employer's Track Inspectors is only a safety and quality control and does not exonerate the Contractor of the responsibility to ensure the proficiency of the any flagmen used.

- c) The appropriate training for the flagmen can be provided once off for the contract by the Employer. Any extra training of Flagmen as well as any refresher training required shall be paid for or be provided by the Contractor.
- d) Where the Employer requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and basic English language ability as well as any physical requirements required for this work such as good sight and hearing ability.
- e) Flagmen must be officially trained, evaluated and certified competent, (Employer 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.
- f) In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and be re-certified competent, before he may be re-used for protection duties.
- g) The Employer's Depot Engineer remains ultimately responsible in terms of the requirements of Occupational Health and Safety Act 85 of 1993, as amended, for the safe working environment of his own personnel as well as Contractor's personnel within the track maintenance environment on his depot.

The Depot Engineer is therefore also responsible for ensuring that any changes in the protection procedures that may occur over time are effectively communicated to any flagmen prior to them being used for protection duties. Where such a change occurs and is communicated to a Contractor, the Contractor shall ensure that flagmen used by him are informed and trained to carry out the changed requirements.

4.13. Training of bonders.

- a) Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work, which they are trained and allowed to do, is done by them.
- b) The initial training of bonders for this contract can be arranged for with the Employer's accredited electrical trainer, through the Service Manager as specified above in this clause.
- c) Bonders shall be required to be trained for Electrical Permanent Way Competency and be trained to do WHAM bonding and bonding according to electrical specifications, instructions and drawings manual CEE 0059.84 and CEE0060.84, where applicable.



d) Follow up training of bonders shall be responsibility of the Contractor.

Electrical awareness, educational and competency training:

a) The following training shall be arranged for the following Contractors staff:

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all <i>Contractors</i> staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two-hour on-the-job lecture and training. Accredited Electrical trainer / Depot's Electrical <i>Service Manager</i> .	<ul style="list-style-type: none"> All workers and staff working on the contract
B) PWC Educational (Electrical)	For the safe working on and with On-track machinery in the vicinity or near exposed High voltage OHTE.	Lecture room training = 1,25 d On-the-job training = 0,25 d Criterion test = 0,5 d Total = 2 days Accredited Electrical trainer	<ul style="list-style-type: none"> Workers working on a machine (High risk area's) Operators Machine fitters Area <i>Service Managers</i> Contract <i>Service Managers</i>
C) COM Competency (Electrical) (to follow A) (PWC)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,50 d Total = 1 day Accredited Electrical trainer	<i>Service Manager</i> (Responsible person in charge at machine working)

b) The electrical awareness training must be arranged for beforehand.

c) The electrical educational and competency training may be arranged for at either a depot's lecture room's (the Employer's property), or at a venue of the Contractors choice (Contractors cost).

d) The Accredited Electrical trainer required at the start of the contract, will be provided by the Employer at the Employer's cost, provided that an arrangement for the training session required is done beforehand and will fit in with the trainers training program for the year. This shall not include transport, accommodation and meals for candidates to be trained.

5. Construction

5.1 Planning of Normal Working

5.1.1. The following will be determined and recorded jointly by the Service Manager and the Contractor at a monthly site meeting, scheduled to suit both parties:

- The previous month's production and quantities for payment purposes.
- The next month's detailed programme and the necessary inspections required.



- c) Material requirements e.g. turnout Groups, fastenings or ballast.
- d) Occupations.
- e) Movement between working sites

5.1.2. The weekly progress and revisions to the monthly programme will be determined by the Service Manager and the Contractor's representative at a weekly site meeting. Decisions made will be recorded in a designated site book provided by the Contractor. The weekly site meeting will be held during occupation time, but must not interfere with working time (Tw).

5.2 Emergency Work Standby during December break.

5.2.1. The Service Manager shall notify the Contractor, one (1) month prior to Contractor's Annual Holidays, of the requirement of standby staff for emergency work during Contractors Annual Holidays.

5.2.2. When required, the Contractor shall supply standby staff (fitter, operator and plant assistant) for emergency work.

5.2.3. The Contractor shall supply 2 contact phone numbers for emergency call out purposes (the standby staff shall be available 24 hours a day, 7 days a week)

5.2.4. The call out reaction time shall not exceed 24 hours from time of the call out to the time the machine is at staging point. Consideration must be given in respect of the standby staff getting sufficient rest before commencing work.

5.2.5. The Contractor shall make the necessary arrangements for accommodation of standby staff and all costs shall be included in the rates tendered.

5.3 The mutually agreed time the machine shall be available at its staging point shall be the start of the occupation time (To) for that task order, therefore arriving late shall be deemed as breakdown time (Tb).

5.4 During the work activity the productivity, availability and utilization of the machine shall be recorded.

5.4.1. Time shall continuously be recorded for all worked performed.

The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

To = Total Occupation time for the day.

Ts = Standing time because of Employer reasons, not related to any fault of the Contractor.

Tx = Standing time due to Train crossing time and train numbers

Tt = Travel time from staging site to work site and back to staging site or to clear for a train crossing.



T_m = Time allowed to move from one staging area to another when machine is required to move to new depot or area.

T_p = Time required to for preparation of track to allow working. (Only preparation that is purely related to machine on site that could not be phased apart from machine can be recorded for this purpose. This item may not be used for any problem related to the machine or staff inefficiency)

T_b = Breakdown of machine

Daily production report must be e-mailed to the Service Manager at 08:00am in the morning of the next day after each shift, and must be in excel format as per Annexure A1.

T_w = Working time (As specified below)

Where:

(Totals for the month)

$T_w = T_{wl} + T_{wt} + T_{ws}$

T_{wl} = Time spent on Drain Cleaner; cleaning and loading.

T_{wt} = Time spent on Drain Cleaner; travelling to spoil.

T_{ws} = Time spent on Drain Cleaner; spoiling and levelling off

T_{ww} = Time spent on Drain Cleaner; wet conditions

A productivity factor, P shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.

The contractor shall provide production rates for wet condition separately.

Monitoring of machine availability will be calculated as: $\text{Availability (A)} = \frac{T_o - T_b}{T_o}$

Monitoring of machine utilization will be calculated as: $\text{Utilization (U)} = \frac{T_w}{T_o}$

Monitoring of machine productivity will be calculated as: $\text{Productivity (P)} = \frac{AR}{TR}$

AR = Actual Rate (Cubic meters/hour)

TR = Tendered Rate (Cubic meters/hour)

5.5 The tendered nominal production rate in cubic per hour must be maintained over a calendar month.

5.6 The tendered nominal production rate (R) in cubic meters/hour must be maintained over a calendar month.



5.7 The Drain Cleaner rate shall be maintained at R contracted. The nominal Drain Cleaner rate will be taken in consideration during adjudication of the tenders.

5.8 Breakdown time (Tb)

5.9 All Tb shall be recorded at all times.

5.10 Where a machine becomes unreliable and continues breaking down and results in train delays or occupations having been taken with insufficient production, the Service Manager may decide on placing a machine on breakdown until such time that the Contractor can prove that the machine can be consistently available. The machine will always be required to produce the required standard of work required at full production rate.

5.11 Provision of electronic production report to the Employer.

5.12 The Contractor shall provide the Employer with the daily production statistics of the work.

5.13 The production report shall be in an agreed on format providing the following basic type of information:

- a) To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
- b) Length of work or number of sets completed for the day.
- c) Start & final km of drains cleaned and GPS coordinates with the length and description of the rail line.
- d) Reasons / comments on production shortfall including minutes per reason.
- e) Train numbers and minutes delays per train number.
- f) CTC names and CTC panel member details.
- g) Graphical presentation of data as and where agreed on.

5.14 The report shall be e-mailed daily to the Service Manager, Supervisor and nominated Employer's representative.

5.15 Where problems exist of actually transmitting the data, the Contractor shall state what measures shall be taken to ensure transmission of data as soon as possible.

5.16 All data shall be summarised per week and then per month. Data may be used as a preliminary indication of payment but shall not be used specifically for payment purposes.

5.17 Preparation work for Drain Cleaner operation and protection duties.

5.18 Level crossings:



- a). The Contractor shall open up level crossings in front of the machine and restore it after Drain Cleaner. (This may include bitumen paved level crossings.)
- b). Repair of level crossings may include replacement of damaged sleepers and fastenings.
- c). Where required, the Employer will arrange, beforehand, with the road authority, for permission for the opening up of paved level crossings and for the final repair of the damaged paved part thereof.
- d). The Contractor will be required to repair paved level crossings by an approved method, using an approved type of bagged pre-mix bitumen. The method and material will be subject to the approval of the Service Manager. The repair shall provide sufficient compaction of the damaged area and allow for an evenly adjusted alignment of the road surface to ensure safe passage of road traffic. Where required, the final alignment and repair of the road surface may be arranged by the Employer to be done by the road authority.
- e). Material required for the level crossing repair will either be provided by the Employer or may be provided by the Contractor. Where material is to be provided by the Contractor, such as bagged bitumen pre-mix, payment for such material shall be made by the Employer.
- f). An inspection before work and thereafter shall be done of the level crossing including the cattle guards. A list of material needed shall be handed to the Service Manager'. Each level crossing including the cattle guards shall be signed off by the Service Manager within 48 hours after been opened if it has been restored correctly.
- g). The Contractor shall take appropriate control measures for the period when a level crossing is opened and provide sufficient traffic warning signage.

5.19 The Contractor shall measure and evaluate drains and cuttings to be cleaned to help him restore the drains to the initial design standard or to a new design decided upon by the Service Manager. Water shall be able to flow away from the track according to latest or existing designs.

5.20 The Contractor is responsible for the preparation work with regard to stability and geometry on all drainage.

5.21 The Contractor shall also inform the Service Manager one month in advance when the required standards cannot be met because of fouled ballast or rotten or bent sleepers as part of preparation. The clamp-locks on the sets have to be removed, restored and adjusted by the Employer.

5.22 The Contractor shall also be responsible for the preparation work with regard to the stability of drains cleaned. Material replacements to be done by the Contractor shall be limited to that what is required to ensure a proper Drain Cleaner job. The Service Manager shall inform the Contractor one



month prior of what work shall be required and what material will be provided. This work may include the repair of off-track platforms, culverts and the boxing in of ballast, all within the capacity of the labour listed.

5.23 The Labour, supervision and vehicle, normally required to do the work as required must be listed in the "Schedule of labour and plant for preparation for Drain Cleaner." The labour shall be provided with the necessary hand tools such as measuring equipment, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings. The cost of this labour listed in this schedule shall be included in the machine hire rates tendered. This labour shall be utilised fully for all work related to the items listed above.

5.24 Where the volume of work required exceeds that what can reasonably be done by the labour listed in the schedules. The Service Manager may request the Contractor to provide additional labour and / or supervision and transport for the execution of the additional preparation work. Additional supervision and transport will only be requested where the additional labour exceeds three men. This additional labour shall also be provided with the necessary hand tools such as measuring equipment, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings.

5.25 Additional work required by the Service Manager, may also be done by the labour specified in 5.24 as overtime, separate from the machine occupation time or overtime and will be paid under item 5 of the pricing list.

5.26 Reasonable work volume for the labour will be agreed on between the Contractor and the Service Manager. (Man hours for each separate labour task).

5.27 Flagmen

5.27.1 The Contractor, for each shift for protection duties shall provide two flagmen. Provision of the flagmen shall include the provision of two two-way radios as well for all housing and transport of the flagmen. The cost of the flagmen shall be included in the rates tendered.

5.28 Traction and signal bonds

5.28.1 The Contractor shall repair all bonds / cables removed or damaged or broken off during Drain Cleaner or operations during the period of the occupation.

5.28.2 The Employer shall supply all the material required for repairing of broken bonds and cables on a one to one exchange basis (used material for new material.)



5.28.3 The Contractor shall provide labour and equipment (inclusive of expanded collar fastening consumables and lugs) required to remove, repair new bonds where required and replace signals and electrical bonds.

5.28.4 Where cables are required to be cut, the cut cable shall be cut to the correct lengths and be the crimping of lugs onto cables be done by the Contractor. No splices will be allowed in bonding cables.

5.28.5 This shall include track feeder bonds (painted red), which may only be worked upon under supervision of a Competent Electrical Officer. The Employer shall only provide the cable for bonding. All bonding shall be completed during the period of the occupation.

5.28.6 Bonding shall be performed by a bonder qualified to the Employer's standard manual for "Earthing and Bonding for 3kV DC, 25kV and 50kV AC bonding" B_023 Issue 3 and B_028 Issue and subsequent instructions which includes the steel wire standard in lieu of existing copper bonds, and the expanded collar fastening system. The cables shall be correctly buried in the ballast as per instruction.

5.28.7 Signalling bonds may not be removed without the consent of the Service Manager or the authorised the Employer's signalling representative. Where signalling bonds are damaged or removed, the Contractor shall provide the support labour to re instate the bonds. The Employer will however be responsible to ensure the correct method of re-connection so as to ensure the correct functioning of the signalling system.

5.29 The Drain Cleaning machine and consist shall be suitable for use under the following conditions:

- Track gauge: 1 065mm.
- Single lines or multiple lines with a minimum distance between track centre lines of 3,8m.
- Work on open track lines, lines in tunnels and along platform lines.
- Move over track with maximum 1 in 30 gradient.
- Meet or exceed the minimum specified production rates while working self-propelled on maximum uphill track gradient of up to 1 in 30.
- Travel around curves of down to 90m radius for Low Production machines, and 170m radius for High Production Machines.
- Work on curves of a minimum radius of 135m or sharper.
- Work site altitude range: 0 to 2 000m above sea level.
- Rail temperature range: -10°C to + 60°C.
- Minimum structure gauges: Annexures 1 and 2 of Manual for Track Maintenance according to the latest edition.
- Mass of rail: 60kg/m, 54kg/m, 57kg/m, 48kg/m, 45kg/m or 40kg/m, 30kg/m
- Risk study to be provided for the machine working in rainy conditions.
- Types of sleepers in track: steel, wood or monolithic concrete sleepers.



6. Standards of Workmanship and Accuracy

6.1. The A-standard given in Appendix C hereof shall apply at all measuring stations except if, prior to Drain Cleaner:

6.1.1. The machine shall be capable of cleaning drains on both sides of the track and be able to extend cleaning of drains to a minimum of 3m from the centre line of the track. Disposal of spoil must also be possible on both sides of the track without having to turn the machine around.

6.1.2. The machine must be able to travel in both directions at a sustainable section speed. The Contractor must specify the traveling speed of the machine from zero gradients up to 1:30 gradient at intervals of 5m. The machine with the Drain Cleaner unit attached should also be able to travel at the same speed as above. If fully loaded with spoil, the speed should not differ by more than 20% of the above requirement

6.1.3. In addition to the personnel, the machine will be required to have the capacity to simultaneously load and haul material and some equipment. The following may be required:

- 5 Tons of material, with dimensions of the biggest component being 6m long and 750mm wide.
- Optional equipment: Hand tools, such as two track jacks and ballast Spades, forks and crowbars (Number to suit number of labour used) (Beaters only provisional).
- Provisional Hand equipment: (Only if pre-arranged to provide): Two Ponjar or hydraulic driven from machine. (To be conveyed in the upright position)

6.1.4. The standard hand tools required for the cleaning of cuttings and the off-loading of the spoil shall be carried all the times with the machine.

7. Evaluation of Machine Performance

7.1. The Contractor shall work to the track dimensions required by the Supervisor. These dimensions shall either be marked with chalk marks on the sleepers by a measurement gang of the Contractor or by means of the approved measurement system.

7.2. The performance of the machine will be acceptable if the workmanship complies with the Maintenance track Manual Edition 2012.

7.3. In an even that the Contractor cannot achieve the specified performance standard, he should record all relevant information before and after working in conjunction with the Supervisor. The



Supervisor may, if he concurs with the Contractor's contentions, adapt the specified standard of workmanship and conformance to suit the track and or site conditions.

7.4. The Supervisor will decide (before completion of occupation) if re-cleaning shall be done in case of non-conformance to standards set out in this document. In all instances where re-cleaning is required, the working time will be recorded as part of the total work time allocated to the Contractor to execute the work load.

7.5. The tachograph or event recorder will be marked and/or set and certified by the Service Manager' to indicate:

7.5.1. Sections that are wet condition (Tww),

7.5.2. Where re-cleaning was done (Tbr),

7.5.3. Other Drain Cleaner functions.

7.6. The Service Manager' will do a daily check of the machine's performance in accordance with this clause 5.4.1.

7.7. Should any measurement deviate from the accepted standard, the machine will be non-available until the fault is corrected.

8. Plant and Materials Standards and Workmanship

Drain Cleaner functions:

8.1 Hoisting equipment.

8.2 No separate hoisting equipment will be required provided that the lifting capacity of the hoist is provided for in the drain cleaning unit. Lifting capacity will be required to remove items such as rocks, sleepers or short loose rails.

8.3 Bidders shall qualify their tenders stating what lifting capacity will be provided. (Lifting moment – ton x meter)

8.4 If a crane is provided as part of the machine offered the following specification would be desirable: Hydraulic crane with a seven ton-meter capacity with a reach of 7.8m from the centre of the track. It would also be desirable for the crane to be able to winch permanent way material lying 20m from the centre line of the track to a position in which it can be hoisted.



8.5 Lifting cables and slings with clamps and attachments capable of lifting permanent way material currently used by Employer will also be required. This shall apply whether lifting of material is to be done by either the crane or the drain cleaning excavator.

8.6 Woven cable net must also be provided as standard standby equipment to pick up rocks

8.7 The crane or drain cleaning unit shall be equipped with height limit switches to enable working under live OHTE wires.

8.8 Drain cleaner unit shall be provided as part of the machine or as an additional wagon linked to the machine.

8.9 The drain cleaner or cutting cleaning capacity of the machine shall be provided full time for this contract.

8.10 The drain cleaner or cutting cleaning capacity of the machine offered shall in addition to the pricing instructions, be described and provided as a qualification to this tender, clearly stating how the capacity is to be measured. Bidders shall quote at what rate the drain cleaner can excavate and load spoil material.

8.11 The total spoil clearing cycle shall be fully described in the tender offered. The capacity to unload or tip the spoil, together with the output required in terms of the number of laborers or other means to dispose or level the spoil, shall be provided clearly in the tender.

8.12 Bidders shall also qualify tenders stating whether any Employer wagons will be required for the spoil removal process. The capacity of the spoil removal wagon offered by the bidder shall also be specified. A wagon with a capacity of at least 10 tons is required.

8.14 The drain cleaning equipment shall be capable of removing rocks and scrap Perway material. The necessary slings and or nets shall be provided to allow for this. The drain cleaning shall consist of all support and equipment required to clear, transport, dispose and level spoil clear of track without spoiling any material on track or disturbing track ballast profiles

8.15 Drains shall be shaped and profiled neatly to approved profiles or the Employer's quality standard.

8.16 Requirements for the additional equipment.

a) The Drain cleaning equipment, as per clause 2.4 shall be provided for the full duration of the contract but will be used as planned per the work program determined by Employer.



- b) The other equipment called for as provisional equipment may not be required at all.
- c) A program may be provided for the use of the provisional additional equipment with other machines on other depots and other regions. If this is required, the additional equipment will only be used with a similar machine on another contract on another depot.
- d) The Project Manager will provide an annual program for the use of the equipment which will not be changed with a notice period shorter than one week. At least one week's notice will also be given to return the equipment to this contract's area.
- e) The Contractor shall offer self-powered/self-propelled equipment.
- f) If the drain cleaning equipment is on breakdown, it will be regarded as non-available, unless the Technical Officer approves the use of the machine on another productive maintenance action.
- g) If any of the other additional equipment is required and the equipment becomes non-available or is not in full working condition, the additional equipment shall be regarded as non-available for the first 4 hours. After 4 hours, the whole machine shall be regarded as non-available. The availability payment of the machine in the first 4 hours will also only be payable if the machine can be used, with the approval of the Technical Officer.

8.17 The following types of plant hire items are possible:

- a) Tractor - Tractor Loader Backhoe (TLB)
- b) Tipper. - Single axel 3-4m³ – 7 ton. and or
- c) Tipper. - Double rear axel 6 - 8m³ – 10 - 12 ton

8.18 Where plant is required, the plant shall be provided in good working condition, and will include an operator and fuel sufficient for 10 hours of work per day. Running time for road worthy plant items to and from site shall be part of the 10 hours per day where agreed on between the Project Manager and the Contractor.

8.19 Because of the variability of the requirement for plant hire and the terms on which the Contractor will be able to hire plant, all plant hire to be done, will only be done by agreement between Project Manager & Contractor.

8.20 The period of hire for an item shall normally not be less than one day per item. The period of hire will however be agreed on between the Project Manager and the Contractor.

8.21 Low bed for delivery of plant to and from site.



- a) If a low bed truck is required to deliver and remove plant to and from site, the use of the low bed shall be paid for under the items in the schedule of quantities and prices.
- b) This implies payment for delivery and removal separately.
- c) Payment for the variable cost per km will be made for one direction only. This implies no payment for the empty leg.

8.22 Mechanical and motive aspects of Drain Cleaner Machines

8.23 Off-tracking equipment will normally not be required for this contract. Contractors to however qualify whether machine offered is equipped with this facility. In a situation where off-tracking equipment is provided, the equipment shall be in accordance with applicable clause in the Spec C3 (E.160)

8.24 Any machine offered shall be capable of maintaining the travelling speeds as required in the schedule of machines.

8.25 The Contractor shall provide a team which is trained to clean drain and open culverts by hands.

9. Testing, Completion, Commissioning and Correction of Defects

9.1 Where the required standards are not attained before the end of an occupation, or should the Contractor damage the track or any visible equipment, the Service Manager may arrange to rectify such defects. Costs will be re-covered from the Contractor.

9.2 The Service Manager' or his representative and or Supervisor will check the condition and standard of workmanship at the end of each occupation, and should the condition or quality not be acceptable, repairs shall be carried out at the expense of the Contract.



10. List of Reference Specifications

The above stipulation is for information and reference purposes only.

Please refer to electronic references.

Drawing number	Revision	Title
none	0	

11. Procurement

11.1 The *Contractor's* Invoices

11.1.1 The invoice states the following:

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

11.1.2 The invoice contains the supporting detail:

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

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

11.1.3 Invoices submitted by post are addressed to:

**Transnet Freight Rail
Infrastructure Building
Cnr Broad & Paterson Road
North End
Port Elizabeth
6001**

11.1.4 Invoices submitted by hand are presented to:

Mr Yanga Ndzube

The invoice is presented as an original.



PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

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

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

1. Description of the Affected Property and its surroundings

1.1 General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail Cape Corridor (Port Elizabeth Depot). The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are located in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

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

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to; bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

1.3 Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

1.4 Other reports and publicly available information

The Employer will also provide maps and locations as and when required.