

## **Transnet Engineering**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**DESCRIPTION OF THE WORKS: FOR THE RESURVEYING, DESIGN, REPLACEMENT AND INSTALLATION, TEST AND COMMISSIONING OF GANTRY RAILS IN BAY 54 AT KOEDOESPOORT MOP BUSINESS AS A ONCE SUPPLY.**

<b>RFP NUMBER</b>	<b>: TE/2023/02/0022/23128/RFP</b>
<b>ISSUE DATE</b>	<b>: 03 April 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 13 April 2023</b>
<b>CLOSING DATE</b>	<b>: 09 May 2023</b>
<b>CLOSING TIME</b>	<b>: 10:00 am SA time</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

## **Contents**

<b>Number</b>	<b>Heading</b>
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### **The Tender**

#### **Part T1: Tendering Procedures**

T1.1	Tender Notice and Invitation to Tender
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T1.2	Tender Data
------	-------------

#### **Part T2: Returnable Documents**

T2.1	List of Returnable Document
------	-----------------------------

T2.2	Returnable Schedules
------	----------------------

### **The Contract**

#### **Part C1: Agreements and Contract Data**

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

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

#### **Part C2: Pricing Data**

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

C2.2	Activity Schedule
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## **Part C3: Scope of Work**

### **C3.1 Scope of Work/ Specification**

**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].

<b>DESCRIPTION</b>	<b>FOR THE RESURVEYING, DESIGN, REPLACEMENT AND INSTALLATION, TEST AND COMMISSIONING OF GANTRY RAILS IN BAY 54 AT KOEDOESPOORT MOP BUSINESS AS ONCE SUPPLY</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> <b>FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A <b>Compulsory Tender Clarification Meeting</b> will be conducted at <b>Transnet Engineering, Kopanong Ground floor Boardroom, Corner Lynette &amp; Koedoespoort Road, Koedoespoort, Pretoria, 0186 on the 13 April 2023, at 10:00am [10 O'clock]</b> for a period of <math>\pm 2</math> (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>Then we will proceed for a site visit/walk at Bay 54 Koedoespoort.</b></p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
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	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01. to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>10:00am on (9 May 2023)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

## 2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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.

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company

any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
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](mailto: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](http://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.

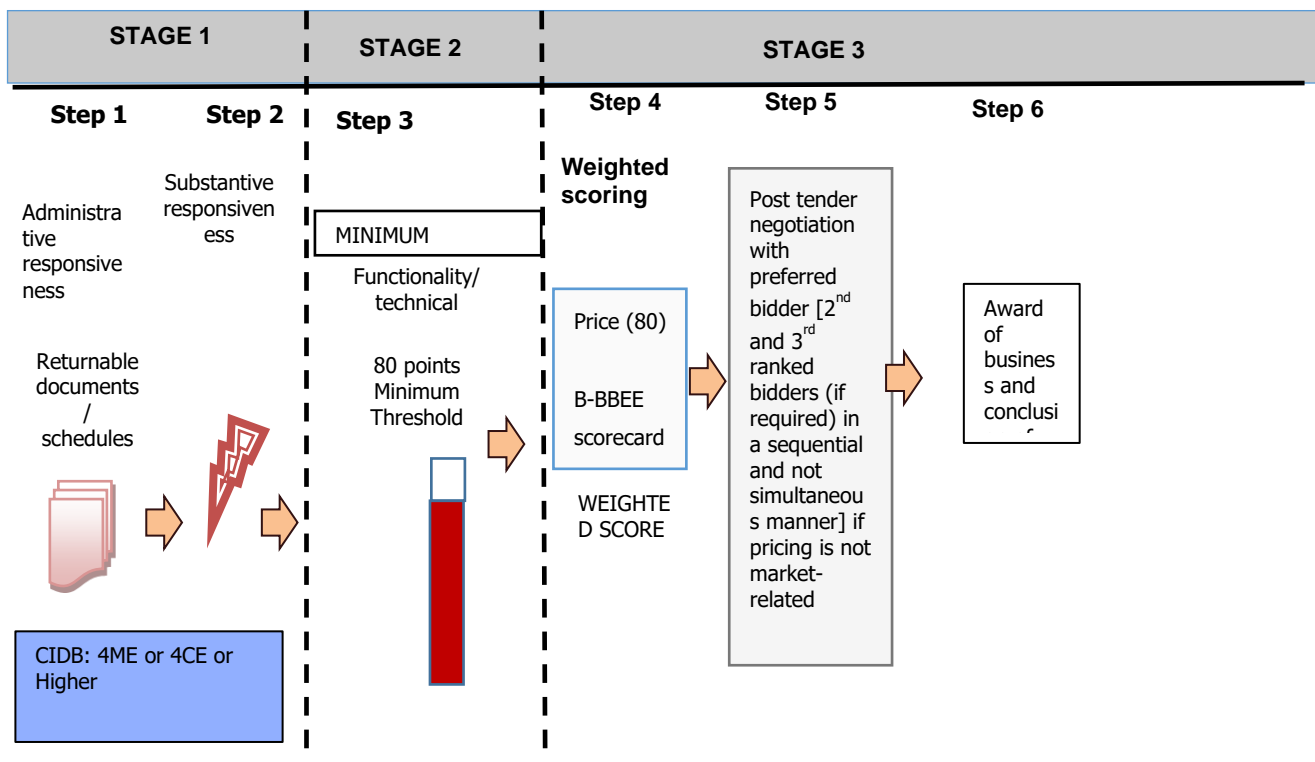
Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2: Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract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



		C1.2 Contract data (Part 1 & 2)
		C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions
		C2.2 Activity Schedule
	Part C3: Scope of work/Specification	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Category Specialist
	Name:	Nonhlanhla Mafoko
	Address:	Transnet Engineering Corner Lynette & Koedoespoort Road, Koedoespoort, Pretoria, 0186
	Tel No.	012 391 1433
	E – mail	Nonhlanhla.mafoko@transnet.net

## C.2.1

## Evaluation Methodology



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

### **1. Step One: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check

- Whether the Bid has been lodged on time
- Whether the Bid contains a priced offer
- Whether the Bid materially complies with the scope and/or specification given
- Whether any general pre-qualification criteria set by Transnet have been met

NB: The test for administrative responsiveness [step one] must be passed for a Respondent's proposal to progress to step two for further pre-qualifications

### **2. Step Two: Test for Substantive Responsiveness to RFP**

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

#### **Eligibility with regards to attendance at the compulsory clarification meeting:**

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

**Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:**

#### **Eligibility in terms of the Construction Industry Development Board: 4ME or 4CE or higher**

a) Only those tenderers who are registered with the CIDB, or are capable of being so registered 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 **4ME or 4CE or higher** class of construction works, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below

the required class of construction works under consideration and possesses the required recognition status; and

3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4ME or 4CE or higher** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

### **Step Three -Technical Evaluation:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **80** points.

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

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

### **Step Four- Preference Points (price/B-BBEE)**

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6, 2017.

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

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

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

### Step Five: Post Tender Negotiations (if applicable)

Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

### 2. Step Six: Award of business and conclusion of contract

Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award.

Thereafter the final contract will be concluded with the successful Respondent(s).

A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1 offer 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: TE/2023/02/0022/23128/RFP
- The Tender Description: For the Resurveying, Design, Replacement and Installation, Test and Commissioning of gantry rails in Bay 54 at Koedoespoort Mop Business as once supply

Documents must be marked for the attention of:

***Employer's Agent:***

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

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

Time: **10:00am on the 09 May 2022**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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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 Tenderer's 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 and valid CRS number in the correct designated grading;

**4ME or 4CE** or higher and valid CIDB certificate and valid CRS number.

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

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C3.11 The minimum number of evaluation points for functionality is **80**

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

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

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Functionality Criteria

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

Category	Criteria	Weightings	Scoring Methodology Based on Weight	Evidence
1.	<b>Compliance to specification:</b>  Compliance with the specification including signing of the specification (Sign on each page/company stamp)	30%	Fully Compliant (All pages must be signed/stamped) = 30 points	Acknowledgement of the specification by Bidder and signature at the bottom of the specification (Sign on each page/company stamp).
			Non-compliant ( if one or more pages is not signed/stamped) = 0 points	
2.	<b>Project Organogram, Management &amp; CV's</b>  Reporting Structure (Organogram) to be used for this contract consisting of the Suppliers' Key staff personnel and Supporting Specialists together with their CV's, Qualifications and Professional certificates	30%	Fully Compliant = (All certificates and CVs )30 points	Bidders submitted the Organogram and the Supporting Documents for the following Professionals:  <b>1. Key staff personnel with at least a minimum of 3 years' experience:</b>  1.1 Contracts Manager. 1.2 Quality Assurer. 1.3 Rigger (Certified Copy not older than 3 months of bidder's qualified) 1.4 Fitter Red sealed artisan  <b><i>CV's and Qualifications of each staff personnel to be submitted.</i></b>  <b>2. Supporting Specialist professional registered personnel with at least a minimum of 3 years' experience:</b>  2.1. Professional Civil Engineer/Professional Technologist (ECSA Accredited, CV indicating structural Engineering experience). 2.2. Professional Mechanical Engineer/Professional Technologist (ECSA Accredited).  <b><i>CV's, qualifications and professional certificates in relation to the scope of work to be submitted.</i></b>
			Each personnel CV and Qualification = 5 points  No-compliant (if all the personnel 1.1,1.2,1.3,1.4,.2.1,2.2 CVs and Qualifications are missing) = 0 Points	



3.	<p><b>Programme</b></p> <p><b>A. Design and Approval for gantry crane rail drawings in conjunction with Transnet Plant Engineer.</b></p> <p>a.1. Rail selection Calculations and drawings</p> <p>a.2. Detailed design report</p> <p><b>B. Safety file approval for gantry crane rail in conjunction with Transnet risk practitioner and Regional Plant Engineer</b></p> <p><b>C. Ordering and delivery of materials for gantry crane rails.</b></p> <p>C.1. Gantry Rails</p> <p>C.2. Fastening equipment</p> <p><b>D. De-commissioning of existing rails.</b></p> <p>D.1. Removal of all bolts and nuts</p> <p>D.2. Removal of existing rails</p> <p><b>E. Installation of new gantry crane rails.</b></p> <p>E.1. Gantry crane rails in portions of section.</p> <p>E.2. Fastening procedure.</p> <p><b>F. Commissioning and Testing for gantry crane rails:</b></p> <p>F.1. Commissioning plan for approval in conjunction with Transnet representatives</p> <p>F.2. Pre-commissioning the newly installed rails.</p> <p>F.3. Pre-commissioning the fastening method, straightness, and alignment of the rail.</p>	30%	<p>Detailed program with all minimum activities and time frames included = 30 Points</p> <p>If any of the minimum activity is omitted on the program = 0 points</p>	<p>Project Plan with time lines.</p>
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	F.4. Final commissioning and testing of newly installed gantry crane rails. F.5 Survey for the geometry.			
4.	Previous Experience/projects of similar nature	10%	<div>4 Reference letters/Completion certificates on a Company Letterhead with contactable details = 10 Points</div> <div>2 Reference letters/Completion certificates on a Company Letterhead with contactable details = 5 Points</div> <div>No Reference Letter/Completion certificate=0 point</div>	Referral letters and or Certification of Completion certificates on previous projects.
Total		100%		
Threshold		80%		

\*Should the category threshold not be met the response will be deemed not compliant and be disqualified.

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

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

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

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

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**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.

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

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

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

T2.2-01 **Step One: Eligibility Criteria Schedule** - Certificate of attendance at `Compulsory Tender Clarification Meeting

T2.2-02 **Step Two as per CIDB: Eligibility Criteria Schedule – CIDB Registration 4ME or 4CE or higher**

T2.2-02.1 Valid CIDB certificate and valid CRS number and valid CSR number as specified above T2.2-02

**2.1.2 Step three Technical Evaluation:** Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **80** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 Above.

T2.2-03 Evaluation Schedule: Compliance to Specification

T2.2-04 Evaluation Schedule: Project Organogram, Management & CV's

T2.2-05 Evaluation Schedule: Programme

T2.2-06 Evaluation Schedule: Previous Experience/projects of similar nature

### **2.1.3 Returnable Schedules**

#### **General:**

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Availability of equipment and other resources

T2.2-12 Site Establishment requirements

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G Compulsory Enterprise Questionnaire

SECTION ..... : SBD 5

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

T2.2-13: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFP Declaration Form

T2.2-16 RFP – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

#### **1.3.2 Financial/Insurance:**

T2.2-20 Insurance provided by the Contractor

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

## **2.3 C1.2 Contract Data**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions Activity Schedule)**

## **2.6 C2.2 Activity Schedule**

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

## **2.7 C3.1 Scope of Work/ Specification**

**T2.2-01: Eligibility Criteria Schedule: (RETURNABLE DOCUMENT)****Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company  
Name)

Represented

(Name and  
Surname)

by:

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

**Attendance of the above company at the meeting was confirmed:**

Name

Signature

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

Date

**T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation**

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. Attach a copy of the CIDB

Grading Designation or evidence of being capable of being so registered.

<b>CRS Number</b>	<b>Status</b>	<b>Grading</b>	<b>Expiry Date</b>

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the

evaluation of submissions, in a contractor grading designation equal to or higher than a contractor

grading designation determined in accordance with the sum tendered or a value determined in

accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development

Regulations, for a grade 4GB or higher are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB.

2. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement.

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

confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

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	



## Functionality Criteria Schedule:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **80** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

### T2.2-03: Evaluation Schedule – Compliance to Specification

The tenderer is to acknowledge the specification by completing yes on each block on clause of the specification, and all pages of the specification must be signed or stamped by bidder.

The scoring of the Compliance to Specification:

Category	Criteria	Weighting	Scoring Methodology (Based on Weight)	Evidence
1.	Compliance to specification:	30%	Fully Compliant = <b>30 points</b>	Completed all relevant technical response forms. Scoring conducted based on compliant or non-compliant clauses indicated by the bidder which will be for the consideration of the adjudication panel.
			Non-compliant = <b>0 points</b>	If one or more pages are not signed or stamped and if any block on <b>clause 8</b> of the specification doesn't have a yes, the bidder will not score any points.

## T2.2-04: Evaluation Schedule: Project Organogram, Management & CV's

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

Bidders submitted the Organogram and the Supporting Documents for the following Professionals:

2. Key staff personnel with at least a minimum of 3 years' experience:

2.1 Contracts Manager.

2.2 Quality Assurer.

2.3 Rigger (Certified Copy not older than 3 months of bidder's qualified)

2.4 Fitter Red sealed artisan

CV's and Qualifications of each staff personnel to be submitted.

2. Supporting Specialist professional registered personnel with at least a minimum of 3 years' experience:

2.1. Professional Civil Engineer/Professional Technologist (ECSA Accredited, CV indicating structural Engineering experience).

2.2. Professional Mechanical Engineer/Professional Technologist (ECSA Accredited).

CV's, qualifications and professional certificates in relation to the scope of work to be submitted

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Contracts Manager.	
Quality Assurer.	
Rigger	
Fitter Red sealed artisan	
Professional Civil Engineer/Professional Technologist	
Professional Mechanical Engineer/Professional Technologist	

--	--

The scoring of the Project Organogram, Management & CV's will be as follows:

<b>Weight</b>	<b>Scoring Methodology Based on Weight</b>
<b>30%</b>	
<b>Points</b>	
(score 0)	No-compliant (if all the personnel 1.1,1.2,1.3,1.4,.2.1,2.2 CVs and Qualifications are missing)
(score 5)	Each personnel CV and Qualification = 5 points
(score 30)	Fully Compliant = (All certificates and CVs )30 points

## **T2.2-05: Evaluation Schedule: Programme**

### **Note to tenderers:**

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule.**

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, showing but not limited to the following:

#### **Programme**

##### **A. Design and Approval for gantry crane rail drawings in conjunction with Transnet Plant Engineer.**

- a.1. Rail selection Calculations and drawings
- a.2. Detailed design report

##### **B. Safety file approval for gantry crane rail in conjunction with Transnet risk practitioner and Regional Plant Engineer**

##### **C. Ordering and delivery of materials for gantry crane rails.**

- C.1. Gantry Rails
- C.2. Fastening equipment

##### **D. De-commissioning of existing rails.**

- D.1. Removal of all bolts and nuts
- D.2. Removal of existing rails

##### **E. Installation of new gantry crane rails.**

- E.1. Gantry crane rails in portions of section.
- E.2. Fastening procedure.

##### **F. Commissioning and Testing for gantry crane rails:**

- F.1. Commissioning plan for approval in conjunction with Transnet representatives
- F.2. Pre-commissioning the newly installed rails.
- F.3. Pre-commissioning the fastening method, straightness, and alignment of the rail.
- F.4. Final commissioning and testing of newly installed gantry crane rails.
- F.5. Survey for the geometry.

The scoring of the Programme will be as follows:

<b>Weight</b>	<b>Scoring Methodology Based on Weight</b>
<b>30%</b>	
<b>Points%</b>	
(score 0)	If any of the minimum activity is omitted on the program.
(score 30)	Detailed program with all minimum activities and time frames included.

## T2.2-06: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects/ Referral letters.
- Construction of similar works as detailed in the Works Information with reference to:
  - Civil /Mechanical works
  - Concrete Works related to the structures in works information
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
0	No Reference Letter/Completion certificate
5	2 Reference letters/Completion certificates on a Company Letterhead with contactable details
10	4 Reference letters/Completion certificates on a Company Letterhead with contactable details

## T2.2-07: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a

certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

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

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		





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.

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Part C1: Contract Data  
Contract Data provided by the *Employer*

[illegible]

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

## T2.2-13 : ANNEXURE 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.

1. **Section 1: Name of enterprise:** \_\_\_\_\_
2. **Section 2: VAT registration number, if any:** \_\_\_\_\_
3. **Section 3: CIDB registration number, if any:** \_\_\_\_\_
4. **Section 4: CSD number:** \_\_\_\_\_
5. **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

### 6. 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.**

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.**

### 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
------	----------	-----------------

---

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 4****DECLARATION OF INTEREST**



---

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**SBD 4**

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

---

<sup>1</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_  
\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:  
\_\_\_\_\_
- Name of state institution at which you or the person connected to the bidder is employed:  
\_\_\_\_\_
- Position occupied in the state institution:  
\_\_\_\_\_

Any other particulars:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SBD 4**

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.3 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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---

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.8.2 If so, furnish particulars.

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---

**SBD 4**

---

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.9.1 If so, furnish particulars.

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2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.10.1 If so, furnish particulars:

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**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

#### **4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT  
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/20
Total points for Price and B-BBEE must not exceed	100

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

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

## 2. DEFINITIONS

(a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **“Price”** includes all applicable taxes less all unconditional discounts.

(i) **“Proof of B-BBEE Status Level of Contributor”**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p>
EME <sup>3</sup>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 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

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES

NO

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

## 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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: .....

**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
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4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Tenderer



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>4</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>5</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

## **CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

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(Quote Number and Description)

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<sup>4</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>5</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

in response to the invitation for the quote made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium<sup>6</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service 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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

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<sup>6</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Signature

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Date

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Position

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Name of bidder

## 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** South Africa change address to Braamfontein

**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.**

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**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**

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**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

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## T2.2-15: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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*[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 T2.2-15 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://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](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders

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

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDER

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## **T2.2-16 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-17 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

## **5 Objectives**

**6 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**



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**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.

## **7 Commitments of Transnet**

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

**8 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.**

**9 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.**

**10 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.**

**11 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.**

**12 Obligations of the Tenderer / Service Provider**

**13 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.

**14 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.

**15 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.**

**16 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.**

**17 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.**

**18 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 /**

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**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.**

**19 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.**

**20 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.**

**21 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.**

**22 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.**

**23 Independent Tendering**

**24 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.

**25 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.**

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

- A) PRICES;
- B) GEOGRAPHICAL AREA WHERE GOODS OR SERVICES WILL BE RENDERED [MARKET ALLOCATION];
- C) METHODS, FACTORS OR FORMULAS USED TO CALCULATE PRICES;

- D) THE INTENTION OR DECISION TO SUBMIT OR NOT TO SUBMIT, A TENDER;
- E) THE SUBMISSION OF A TENDER WHICH DOES NOT MEET THE SPECIFICATIONS AND CONDITIONS OF THE RFP; OR
- F) TENDERING WITH THE INTENTION OF NOT WINNING THE TENDER.

**27 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.**

**28 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.**

**29 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.**

**30 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.**

### **31 Disqualification from Tendering Process**

**32 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.**

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**33 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.**

**34 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.**

**35 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

**36 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.**

**37 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.**

**38 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**

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**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.**

**39 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.**

**40 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.**

**41 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.**

**42 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



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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.

**43**     **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.**

**44**     **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.**

**45**     **Previous Transgressions**

**46**     **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.**

**47**     **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.)**

**48**     **Sanctions for Violations**

**49**     **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.

## **50 Conflicts of Interest**

### **51 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.

### **52 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.

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

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

**54 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.**

## **55 Dispute Resolution**

**56 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 35 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.

## **57 General**

**58 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.**

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**59 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.**

**60 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.**

**61 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.**

**62 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.**

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**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 .....**

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## T2.2-18: Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done 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.

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### ***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-19: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <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.			
Insurance in respect of loss of or damage to own property and equipment.			



NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

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## 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: FOR THE RESURVEYING, DESIGN, REPLACEMENT AND INSTALLATION, TEST AND COMMISSIONING OF GANTRY RAILS IN BAY 54 AT KOEDOESPOORT MOP BUSINESS AS A ONCE SUPPLY

### FOR

The tenderer, identified in the Offer signature block, has

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

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:**

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*(Insert name and address of*

Name & organisation)

Date

signature of

witness

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name & *(Insert name and address of  
organisation)*

signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

FOR THE TENDERER:

FOR THE EMPLOYER

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name & signature of witness

Date



## C1.2 Contract Data

### Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option A	<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended	

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June 2006 and April  
2013)

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10.1 The *Employer* is: **Transnet SOC Ltd**  
**(Registration No. 1990/000900/30)**

Address Registered address:  
**Transnet Corporate Centre**  
**138 Eloff Street**  
**Braamfontein**  
**Johannesburg**  
**2000**

Having elected its  
Contractual Address for **160 Lynette Street**  
the purposes of this **Kilner Park**  
contract as: **Pretoria**  
**0186**

---

10.1 The Project Manager is: **Elias Maleka**  
(Name)

Address **160 Lynette Street**  
**Kilner Park**  
**Pretoria**  
**0186**

Tel **012 391 1353**

e-mail **Elias.Maleka@transnet.net**

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10.1 The *Supervisor* is:  
(Name)

Address **160 Lynette Street**  
**Kilner Park**  
**Pretoria**  
**0186**

Tel No.

	e-mail	
11.2(13)	The <i>works</i> are	For the resurveying, design, replacement and installation, test and commissioning of gantry rails in bay 54 at Koedoespoort Mop business as a once supply
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>boundaries of the site</i> are	
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b> <b>C3.1</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
30.1	The <i>access dates</i> are	<b>Part of the Site</b> <b>1 22/05/2023</b> <b>Date</b>

31.1	The <i>Contractor</i> is to <b>2 weeks of the Contract Date.</b> submit a first programme for acceptance within
31.2	The <i>starting date</i> is 22/05/2023
32.2	The <i>Contractor</i> submits revised programmes at 4 weeks intervals no longer than
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.
<b>4</b>	<b>Testing and Defects</b>
42.2	The <i>defects date</i> is <b>52 (fifty-two) weeks after Completion of the whole of the works.</b>
43.2	The <i>defect correction</i> <b>2 weeks</b> <i>period</i> is
<b>5</b>	<b>Payment</b>
50.1	The <i>assessment</i> <b>25<sup>th</sup> (twenty fifth) day of each interval</b> is monthly on <b>successive month.</b> the
51.1	The <i>currency of this</i> <b>South African Rand.</b> <i>contract</i> is the
51.2	The period within which <b>Payment will be effected on or before payments are made is the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>

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51.4 The *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

---

**6 Compensation events**

60.1(13) The *weather measurements* to be **the cumulative rainfall (mm)** recorded for each calendar month are,

**the number of days with rainfall more than 10 mm**

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

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

**and these measurements:**

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

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

and which are available **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za)** from:

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**7 Title** **No additional data is required for this section of the *conditions of contract*.**

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84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against: **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **as stated in the insurance policy for Contract Works / Public Liability**

---

2 Insurance against: **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**

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3 Insurance against: **Loss of or damage to Equipment (Temporary Works only) as stated in**

---

**the insurance policy for contract  
Works and Public Liability**

Cover / indemnity **Is to the extent as stated in the  
insurance policy for Contract Works /  
Public Liability**

The deductibles are: **As stated in the insurance policy for  
Contract Works / Public Liability**

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4 Insurance against: **Contract Works SASRIA insurance  
subject to the terms, exceptions and  
conditions of the SASRIA coupon**

Cover / indemnity **Cover / indemnity is to the extent  
provided by the SASRIA coupon**

The deductibles are **The deductibles are, in respect of  
each and every theft claim, 0,1% of  
the contract value subject to a  
minimum of R2,500 and a maximum  
of R25,000.**

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Note: **The deductibles for the insurance as  
stated above are listed in the  
document titled "Certificate of  
Insurance: Transnet (SOC) Limited  
Principal Controlled Insurance."**

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84.1 The minimum limit of  
indemnity for insurance  
in respect of death of or **The *Contractor* must comply at a  
bodily injury to minimum with the provisions of the  
employees of the **Compensation for Occupational  
*Contractor* arising out of Injuries and Diseases Act No. 130 of  
and in the course of their 1993 as amended.  
employment in****

connection with this  
contract for any one  
event is

The *Contractor* provides 1  
these additional  
Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**



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**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**

**7 The insurance coverage referred to in 1, 2, 3, 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

---

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>
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	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	
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
9	<b>Termination</b>	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	<b>Data for main Option clause</b>	No additional data is required for this Option.
A	<b>Priced contract with Activity Schedule</b>	
60.6	The <i>method of measurement</i> is	The Activity Schedule have been measured in accordance with SANS 1200 unless indicated otherwise.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the

	<b>Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Pretoria, South Africa</b>
	The person or organisation who will choose an arbitrator	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>

---

**X7 Delay damages (but not if Option X5 is also used)**

X7.1 Delay damages for Completion of the whole **R1000.00 per calendar day** of the *works* are

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**X16 Retention**

X16.1 The retention free amount is **Nil**

The retention **10% on all payments certified.** percentage is

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**X18 Limitation of liability**

X18.1 The *Contractor's* liability **Nil** to the *Employer* for indirect or consequential loss is limited to:

X18.2 For any one event, the **The deductible of the relevant Contractor's liability to insurance policy** the *Employer* for loss of or damage to the *Employer's* property is limited to:

X18.3 The *Contractor's* liability **The cost of correcting the Defect** for Defects due to his design which are not

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X18.4	listed on the Defects Certificate is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:  The <i>end of liability date</i> is	<b>1 year (12months) after Completion of the whole of the works</b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	
<b>Z3</b>	<b>Obligations in respect of Job Creation</b>	
<b>Z3.1</b>	It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2 .....	
<b>Z3.2</b>	The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2 ..... will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet	

---

this specific material term of the contract, which may constitute a reason for termination..

**Z3.3**

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 ..... The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z5 Additional clauses  
relating to Joint Venture**

**Z5.1 Insert the additional core clause  
27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,'**

**the Memorandum of Incorporation,  
within 4 (four) weeks of the Contract  
Date.**

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

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

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



<b>Z6</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z6.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z6.2</b>	<b>Termination Table</b>	<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>
<b>Z6.3</b>		<p>Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”</p>
<b>Z7</b>	<b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>	

**Z7.1**

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

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

**Z8**      **Additional      Clause**  
**Relating to Collusion in**  
**the      Construction**  
**Industry**

**Z8.1**

## Z9 Protection of Personal Information Act

## Z10 BBEE Clauses

**27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels.

**C1.2 Contract Data****Part two - Data provided by the *Contractor***

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

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

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

	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>  <b>(in words), excluding VAT</b>
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>

41	in	The percentage for people overheads is:	%		
SSCC					
21	in	The published list of Equipment is the last edition of the list published by			
SSCC					
		The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
SSCC					
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
SSCC					
62	in	The percentage for design overheads is	%		
SSCC					
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
SSCC					

## PART 2: PRICING DATA

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

## C2.1 Pricing Instructions: Option A

### The *conditions of contract*

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

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

**Identified** 11

**and**

**defined**

**terms**

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

### Measurement and Payment

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

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



- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

## C2.2 Activity Schedule

### C2.1 Pricing Instructions: Option A

Activity		Quantity.	Unit Price	Total Price exc vat:
1.	Survey of Gantry Structure.	Cost		
2.	Design of new rails.	Cost		
3.	Removal of old rails (m).	510m		
4.	Installation of new rails (m)	510m		
5.	Health and safety measures	Cost		
6.	Repair of the structure (Provisional sum).	Cost		
7.	Repair of foundation (Provisional sum).	Cost		
8.	Transportation of new rails	Cost		
9.	Gantry survey (after installation and repairs)	Days		
10.	Documentation.	Cost		
11.	Testing and commissioning.	Cost		

TRANSNET ENGINEERING

CONTRACT NUMBER: TE/2023/02/0022/23128/RFP

DESCRIPTION OF THE WORKS: FOR THE RESURVEYING, DESIGN, REPLACEMENT AND INSTALLATION, TEST AND COMMISSIONING OF GANTRY RAILS IN BAY 54 AT KOEDOESPOORT MOP BUSINESS AS A ONCE SUPPLY

Total:				

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Stamp:









## **C3.1 EMPLOYER'S WORKS INFORMATION**



## TE-IMS-PEMM P&amp;E KDS-SPEC 113

**Description:** Specification for the resurveying, design, replacement and installation, test and commissioning of gantry crane rails in Bay 54 at Koedoespoort MOP Business.

Compiled by:	K.T Nyokong		Date:	20/04/2021
Reviewed by:	C Ramasunzi		Date:	20/04/2021
Supported by:	K Phalime		Date:	20/04/2021
Approved by:	M Makgothokga		Date:	21/06/21
Approved by:	L Lawrance		Date:	20/04/2021
Risk:	C. Manana AT Motau		Date:	2021-06-23
Local Business:	PEMM			
Location:	MOP Bay 54			

## Contents

1. Scope of Work .....	3
2. Site Inspection.....	3
3. Information Required .....	3
4. Specific Requirements: .....	4
5. Technical Requirements: .....	5
6. Codes of Practice, Regulations & Standards:.....	5
7. Loads and Duty Cycles: .....	5
8. Dimensional Parameters:.....	5
9. Operational Parameters:.....	5
9.1 Environment:.....	5
10. Testing: .....	5
13. Specific Requirements:.....	6
14. Painting.....	9
15. Installation and Commissioning: .....	9
16. Guarantee: .....	9

## **1. Scope of Work**

This specification requirement covers all the requirements that will be needed to inform the supplier/vendor/manufacture to carry out what is expected from him/her: The contract will be awarded as a turnkey project and the contractor will be responsible for all the work specified.

This specification states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for sound engineering practice. Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering KOEDOESPOORT at tender stage and optional prices for addressing such omissions must be provided.

The Supplier shall supply all the labour, tools, material, equipment, consumables, facilities, testing and supervision required for the supply of the specified equipment at site during erection, pre-commissioning and commissioning activities.

## **2. Site Inspection**

Tenderers must visit the site to familiarize themselves with all the aspects involved relating to the project that must be done. This must be arranged via the Contract Manager. The site inspection certificate will be counter-signed by the Contract Manager on day of the site visit. The tender documents must only be submitted if the site inspection certificate has been signed.

## **3. Information Required**

Tenders shall be in duplicate and will not be considered if full particulars of all relevant equipment and works requested are not submitted at the tender stage, to ensure an objective assessment of the offer can be made. Tenderers shall confirm that the items that they are offering comply at a standard not less than the minimum required requirement asked for in the specifications. Tenderers must comply to these specifications, but alternative offers may, in addition, also be submitted. Such alternative offers must be fully motivated and substantiated.



#### 4. Specific Requirements:

- Comply with the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, as amended
- Adhere to the requirements set out on the Construction Regulations of 2014
- Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993) as amended
- Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC 014)
- Transnet Engineering IMS Compliance Policy Statement
- The contractor shall undergo Safety, Health and Environmental **(SHE) Induction**, and be issued with Induction certificate and valid permits authorising him/her to enter Transnet premises for the duration of the contract.
- **The contractor is required to produce an approved** Compliance File or SHE File **and** Site Instruction Book **on site at all** times.
- Contractor's name board will at all times be visible.
- All measurements and amounts must be stipulated in quote.
- The prescribed PPE shall be worn at all times. (Harnesses ropes, etc.)
- During and on completion of the project, there will be SHE inspections and audits done on the site that the supplier/vendor is working on, which will be reported to the project manager.
- Failure to comply with Transnet SHE Requirement will result in a stop certificate being issued and the supplier will be required to leave the site until the situation is rectified.
- All measurements and amounts must be stipulated in quote.
- A supervisor will be on site at all times.
- Rubble will be removed from site daily.
- All scaffolding used to be SANS approved and must be erected by a competent people.
- All employees who will be working at height to have medical fitness certificate and proof of competency training thereof.
- Valid letter of good standing with Workman's Compensation .

## **5. Technical Requirements:**

All equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended. Sudden power losses will not have an adverse effect on equipment and shall not unduly delay return to operation after power is restored.

## **6. Codes of Practice, Regulations & Standards:**

The tenderer shall specify which statutory or industry rules will be applied for the equipment to be working successfully and safely and shall indicate the designed life span.

## **7. Loads and Duty Cycles:**

The tenderer shall describe all duty cycles that the equipment would be required to perform. The duration and the number of cycles per day/week/month/year must also be stipulated.

## **8. Dimensional Parameters:**

The tenderer shall describe the major physical dimensions that are required for ease of operation and installation.

## **9. Operational Parameters:**

### **9.1 Environment:**

The equipment will be required to operate in the climatic conditions of Pretoria.

## **10. Testing:**

The tenderer shall indicate the performance/s standard which the equipment will be subjected to.

### 13. Specific Requirements:

	REQUIRED	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
	<b>Specification for the resurveying, design, replacement and installation, test and commissioning of gantry crane rails in Bay 54 at Koedoespoort MOP Business.</b>	
<b>1.</b>	<b>Scope of work:</b>	
1.1	Bidder shall conduct their own crane gantry survey as per SANS 2001-CS1:2017 before removal of existing rails and provide a report to TE.	
1.2	Remove old rails.	
1.3	Design, supply, install, and commission the new rails and correction of the gantry span.	
1.4	Upon completion of installation of new rails, bidder shall conduct a second gantry rail survey to confirm compliance of newly installed crane rail as per SANS 2001-CS1:2017 standard.	
1.5	Testing and commissioning of new rail installation.	
<b>2.</b>	<b>Removal of existing rails</b>	
2.1	Both rails in Bay 54 east and west side shall be removed.	
2.2	Total length of each rail is $\pm 255\text{m}$ .	
2.3	The current overhead crane maximum Safe Working Load is 35Ton and the weight of the current rail is 35.38 kg/m.	
2.4	All removed metal material to be handed over to local MOP business.	
2.5	All debris shall be carried away from site and the site must be left unencumbered.	
<b>3.</b>	<b>Installation of new rails</b>	
3.1	Two parallel rails suitable to meet existing specification, supplier shall provide all rail selection criteria and calculations based on the latest applicable gantry crane rail design and indicate all standards used as reference, latest national and internal. Certified by the Professional Engineer (Civil and Mechanical) and the LMIs.	
3.2	Installation must comply with SANS 2001-CS1:2017 Table 9 and BS 466:1984.(titles of standards)	
3.3	Installation must comply with ISO 12488-1 Table 2, 3, 4, 5, 6, and 7.	
3.4	Comply with the South African Occupational Health and Safety Act, Act 85 of 1993.	

	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
3.5	Supplier to recommend the method of clamping/fastening (advantages and dis and risk analysis) the rails.(recommendation must part of submission attachment)	
3.6	Difference in level over any 2m length of rail : 1mm.	
3.7	Deviation from straight line : $\pm 10$ mm.	
3.8	Horizontal offset from a 2m long chord at any point: 1mm.	
3.9	Rail gauge: $\pm 5$ mm	
3.10	Confirmation that the crane rail alignment and level meet the code and standard requirement. Written method used to confirm the alignment.	
3.11	The design and installation must make provision for the expansion joints at necessary rail joints.	
3.12	At every expansion joint position, fixing clips/bolting shall be mounted 100mm from each end.	
3.13	Repair or replace all damaged areas on the support structure (bottom H-beam) and structural crane rail column and foundation where necessary.	
3.14	Supplier shall replace and install the rail in section to allow for normal business operation to continue.	
3.15	The incorrect areas on the gantry crane rail which are out of the allowable span tolerances must be rectified as per the survey results.	
<b>4.</b>	<b>Testing and Commissioning</b>	
4.1	Perform a gantry survey. A geometry report must be submitted after installation.	
4.2	Calibration certificates for all equipment used.	
4.3	A detailed scope of work carried out clearly indicating sections repaired or replaced.	
4.4	Perform the crane load test on the newly installed rail to verify that rail can withstand the maximum crane capacity and provide the report.	
4.5	Catalogue for the rail to be used, material certificate, dimensions clearly showing rail to be installed.	
4.6	Certificate of compliance covering the whole structure shall be handed in as part of the data pack and crane load testing.	
<b>5.</b>	<b>Documentation: POST DOC AND PRIOR FOR LME</b>	
5.1	<ul style="list-style-type: none"> <li>Complete Gantry survey report to be provided after</li> </ul>	

	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
	<p>installation of rails to verify compliance to SANS 2001-CS1:2017 table 9, and ISO 12488-1 Table 2, 3, 4, 5, 6, and 7.</p> <ul style="list-style-type: none"> <li>• Certificates of personnel working at heights.</li> <li>• LMIs and Professional Engineer certificates.</li> <li>• Company lifting machinery entity registration certificate.</li> <li>• ECSA registration personnel certificates.</li> <li>• Copy of the approved designs and drawings by an ECSA registered professional Engineer must be handed to Transnet on the pack.</li> <li>• If there is any welding work to be carried the coded welder is required and for any electrical work it must be carried by electrician.</li> </ul>	
<b>6.</b>	<b>Guarantee:</b>	
6.1	The supplier shall guarantee for a period 24 months after successful commissioning of the new rails that all components, plant equipment and material are new and fit for the specific purpose which they are purchased, and free from any defects in design, workmanship and material, and are in strict accordance with the contract, unless otherwise agree in writing.	
6.2	The supplier shall agree to replace at his/her cost any defective items discovered within the guaranteed period.	
6.3	The supplier shall clearly stipulate the nature of the guarantee and how long it will take their maintenance staff to be on site. Transnet Engineering requires a response time of no more than 24 hours.	
6.4	Should the supplier fail, when called upon, to make good or remedy a defect (under guarantee or declared inherent) within a reasonable time, Transnet Engineering may affect the repair and thereafter recover from the supplier all cost and expenses associated with the supplier.	
<b>7.</b>	<b>General:</b>	
7.1	No metal or material belonging to TE (old fence) shall be removed from the premises. (To be handed over to TE).	
7.2	Damage to any existing services shall be repaired by the supplier.	
7.3	Area to be cleaned and neat on completion.	

	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
7.4	Rubble to be removed on regular base and be dump at suitable dumping site.	
7.5	Supplier must take into consideration that due to tight production schedule/ demands, the workshop might be used during production hours for production purposes, the supplier quotation must also include working on weekends to fast track the new rail installation.	
7.6	Supplier must make provision for MOP business to be able to use half of the workshop bay while the installation will be taking place.	

#### **14. Painting**

The supplier shall indicate the code of practice to which painting and surface preparation will conform to.

#### **15. Installation and Commissioning:**

A detailed program (project-plan/gantt-chart) shall be submitted with the tender, indicating the main activities and periods necessary up to handover. The bidder shall submit with their tender a detail erection and installation procedure.

The contractor shall be fully responsible for any damage caused to all supplied equipment and to Transnet Engineering's assets during the installation, testing and commissioning. The supplier shall conduct a risk assessment as to identify anything that might hinder the installation of the equipment.

#### **16. Guarantee:**

The contractor shall guarantee for a period of 24 months minimum after successful commissioning and free from any defects in design, workmanship and material, and are in accordance with the Contract, unless otherwise agreed in writing. The Contractor shall agree to replace at his cost any defective items discovered within the guaranteed period.