Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig at Transnet Engineering

Polokwane for a period of three months



### **Transnet Engineering**

an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ)**

FOR MANUFACTURING, INSTALLATION, TESTING AND COMMISIONING OF TRAMMEL JIG AT TRANSNET ENGINEERING POLOKWANE FOR A PERIOD OF THREE MONTHS.

RFQ NUMBER : TE24-KDS-05K-12705

ISSUE DATE : 24 January 2025

COMPULSORY BRIEFING : 06 February 2025 at 11:00am

CLOSING DATE : 20 February 2025

CLOSING TIME : 16h00

TENDER VALIDITY PERIOD : 12 weeks from closing date

### **NOTE: COMPULSORY RFO BRIEFING AND SITE VISIT**

VENUE : Transnet Engineering

**Polokwane Wagons Maintenance** 

90 Railway St, Annadale,

Polokwane,

0699

TIME : 11:00 AM (South African time)

Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.

Tenderers without the recommended PPE will not be allowed on the site walk. Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing.

All forms of firearms are prohibited on Transnet properties and premises. The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates

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### T1.1 TENDER NOTICE AND INVITATION TO TENDER

### **SECTION 1: NOTICE TO TENDERERS**

### 1. INVITATION TO TENDER

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

DESCRIPTION	For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months
TENDER DOWNLOADING	This Tender may be downloaded directly from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.

	A Compulsory Tender Clarification Meeting will be conducted at					
	Transnet Engineering, Polokwane Wagons Maintenance,					
	<b>90 Railway St, Annadale, Polokwane, 0699 on 06 February 2 [11 O'clock]</b> for a periodof ± 2 (two) hours. [Tenderers to provious transportation and accommodation].					
	The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.					
COMPULSORY TENDER CLARIFICATI ONMEETING	<ul> <li>A Site visit/walk will take place, tenderers are to note:</li> <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 thesite walk.</li> <li>Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer 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 licenses are on them for inspection at the access control gates.</li> </ul>					
	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					

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Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation

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	Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.
	Tenderers are required to bring this Returnable Schedule T2.2- 01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.
	Tenderers failing to attend the compulsory tender briefing will be disqualified.
	<b>16:00 on</b> (2025/02/20)
CLOSING DATE	Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

### 2. TENDER SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
  - Log on to the Transnet eTenders management platform website (https://transnetetenders.azurewebsites.net);
  - Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders because of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any

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

TRANSNET

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.

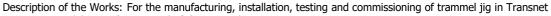
### 4. DISCLAIMERS

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 guoted 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;

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- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - unduly high or unduly low tendered rates or amounts in the tender offer;
  - contract data of contract provided by the tenderer; or
  - the contents of the tender returnables which are to be included in the contract.
- **5.** Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

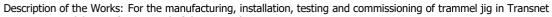
### 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR <a href="mailto:rransnet@tip-offs.com">Transnet@tip-offs.com</a>

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### **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 <u>www.cidb.org.za</u>).

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

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

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

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		C2 2 Activity Calcadula
		C2.2 Activity Schedule
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Nozuko Sani
	Address:	Transnet Engineering Transnet Road, Hilton, Bloemfontein, 9300
	Tel No.	051 408 2588
	E – mail	Nozuko.sani@transnet.net

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

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

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

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

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

### b) Joint Venture (JV)

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

- 1. every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; 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 **2ME or higher** class of construction work or a value determined

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

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

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

### 3. Stage Three - Functionality:

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

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

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

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

Tenderers are also **required to bring their 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:
- Contact person and details:
- The Tender Number: TE24-KDS-05K-12705
- The Tender Description: FOR THE MANUFACTURING, INSTALLATION, TESTING AND COMMISSIONING OF TRAMMEL JIG A TRANSNET ENGINEERING POLOKWANE FOR A PERIOD OF THREE MONTHS

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Documents must be marked for the attention of:

### **Employer's Agent:**

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

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

Time: 16:00hrs on the 20 FEBRUARY 2025

**Location:** The Transnet e-Tender Submission Portal:

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

### NO LATE TENDERS WILL BE ACCEPTED

- C.2.16The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
  - 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
  - 2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
  - A valid CIDB certificate in the correct designated grading;
  - 4. Proof of registration on the Central Supplier Database;
  - 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is 60

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

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Only those tenderers who attain the minimum number of evaluation points



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for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

### **Functionality Criteria**

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

### **Tender Number:**

Category	Criteria	Weigh tings	Scoring Methodology Based on Weight	Evidence
T2.2-03	PREVIOUS SIMILAR EXPERIENCE  Reference letter/s, as proof that the bidding company is well proven in the field, having performed the services like the ones required in the past.	20	No Response, or No Reference letters submitted, or the reference letter submitted does not meet all five requirements = 0 Points  1 Reference letters meet less than five (05) requirements of the criteria = 10 Points  2 Reference letters meet all five (05) requirements of the criteria = 20 points	The reference letter/s from the current and/or previous customers must meet the following criteria of successfully installing the trammel jig. (a) Be dated; (b) Be signed by the customer/s; (c) Have a customer's letter head; (d) Have contactable reference/s (Email and contact number; and (e) signed completion certificate signed by both parties.
	The bidding company must submit the contactable reference letter/s from the bidding company's previous and/or current customers to prove previous similar experience.			

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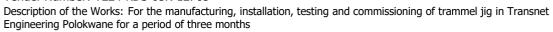
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T2.2-04	EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL	25	The bidding company must submit, Registered Mechanical Engineer with ECSA The bidding company must submit, Registered Safety Officer (Registration with SACPCMP or registered by SAQA	Minimum Qualification Required Nat. Diploma Or BTech. BSc Eng. Or B. Eng. Nat. Dip, BTech or B Degree in Occupational Health & Safety.
	Qualifications, Experience and Registration of key personnel. Mechanical Engineer (ECSA Registration) Safety Officer (Registration with SACPCMP or registered by SAQA		0 years of experience and no submission = 0 points  All key personnel to possess 1 to 3 years of experience and qualified & accredited with professional body = 05 points  All key personnel to possess more than 3 to 7 years of experience, qualified & accredited with professional body = 15 points  All key personnel to possess 7 and years and above of experience, qualified & accredited with professional body = 25 points	Professional Registration Required Pr. Eng. Or Pr. Tech. Eng. Pr. Technologist. SACPCMP or SAQA  Number of years of experience (CV's)  NB: if any of the above documentation is not submitted will result a zero score
T2.2-05	Project delivery lead times The bidding company must submit a detailed project schedule clearly outlining the project delivery lead-times, Project Programme and or Gant Chatt	20	No Project schedule with timelines provided. = 0 Points  Project Schedule without timelines or timelines of five (5) months or more = 10 Points.  Project schedule with timelines of four (04) months or below = 20 Points.	Detailed Project Plan/Method with clear allocation of tasks and responsibilities for the execution of the project  Detailed Project Plan/Method clearly illustrating the projected timelines to complete the project

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T2.2-06	SHE Questionnaires or SHE Specification  The bidding company must submit a signed and initialed SHE Specification with required attachments.  1. SHE Contractor Questionnaire 3. Qualification of Safety Officer	15	Bidder must submit a signed and initialed SHE Specification with qualifications.  1.No Response – 0 points  1. Compliance to SHE Specification without submission of qualifications - 05 points  2. Compliance to SHE Specification with qualifications submitted – 15 points	Qualification of SHE Officer with National Diploma in Safety Management or Environmental Management.
T2.2-07	Approach and Methodology	20	1 = No Submission to Approach and Methodology = <b>0 Points</b> 2 =The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project/ The methodology does not adequately deal with the critical characteristics of the project, or the plan and way risk is to be managed. – <b>05 Points</b> 3 =The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach & methodology to managing risk etc. is tailored to the critical characteristics of the project. The important issues are approached in an innovative and efficient way, indicating that the tenderer has exceptional knowledge of working state of the art approaches. – <b>20</b>	The Service Provider should explain their understanding of the objectives of the assignment and Transnet Engineering stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Service Provider should explain the methodologies which they propose to adopt, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data, carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to the scope of work proposed by Transnet Engineering. The approach should also include a project management plan and quality plan and where relevant and appropriate propose the scope of work and / or modifications to the scope of work. The technical approach and methodology portion of the approach paper, read in



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	Points	conjunction with the work plan, should, where the scope of work in the tender document is not precisely defined, form the basis of the scope of work incorporated in the contract with the successful bidder.  Accordingly, this portion of the approach paper should clearly articulate the project deliverables.  Technical approach paper which responds to the proposed scope of work/project design and outlines proposed Methodology and Project Management Plan that will be used in the execution of this contract.  Tenderers must attach their approach paper to this page. The scoring will be as follows:  •Approach •Methodology and Quality Control • Schedule of Proposed Sub-Contractors • Design approach • Complaints to specification
Total	100	
Minimum Threshold	60	

T1.2: Tender Data



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

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

- T2.2-03 Company Previous Experience
- T2.2-04 Experience, Qualifications & Professional Registration
- T2.2-05 Project delivery lead times
- T2.2-06 SHE Questionnaires or SHE Specification
- T2.2-07 Approach and Methodology

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

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

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**MONTHS** 



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,

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

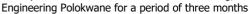
Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preferenceclaimed. Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

Selected Specific Goal	Number of points allocated(80/20)
B-BBEE Level of contributor (1 or 2)	5
30% Black Women-Owned entities	5
51% Black Youth Owned Entities	5
People with Disabilities (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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MONTHS



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

Specific Goals Acceptable Evidence

B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC

Certificate (in case of JV, a consolidated scorecard will be

accepted) as per DTIC guideline

51% Black Youth Owned Entities Certified copy of ID Documents of the Owners and B-BBEE

Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as

per DTIC guideline

30% Black Women Owned Entities B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC

Certificate (in case of JV, a consolidated scorecard will be

accepted) as per DTIC guideline

Entities Owned by People with

Certified copy of ID Documents of the Owners / Doctor's

Disability (PWD) note and /or EEA1 form confirming the disability

The maximum points for this bid are allocated as follows:

DISCRIPTION		<u>POINTS</u>
PRICE		80
SELECTED SPECIFIC GOALS		
B-BBEE Level of contributor (1 or 2)	5	20
30% Black Women-Owned entities	5	
51% Black Youth Owned Entities	5	
People with Disabilities (PWD)	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and Specific Goals must note:	kceed	100

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

### C.3.13 Tender offers will only be accepted if:

- 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

T1.2: Tender Data

Tender Number: TE24-KDS-05K-12705



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MONTHS

or potentially compromise the tender process and persons in the employ of the

TRANSNET

state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

### the tenderer:

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

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

Page 12 of 11 Part 1: Tendering Procedures T1.2: Tender Data

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

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

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

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

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

- T2.2-03 **Evaluation Schedule:** Company Previous Experience
- T2.2-04 **Evaluation Schedule:** Experience, Qualifications & Professional Registration
- T2.2-05 **Evaluation Schedule:** Project delivery lead times
- T2.2-06 **Evaluation Schedule:** SHE Questionnaires or SHE Specification
- T2.2-07 **Evaluation Schedule:** Approach and Methodology

### 2.1.3 Returnable Schedules:

### **General:**

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
- T2.2-14 Site Establishment requirements

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

ANNEX G Compulsory Enterprise Questionnaire

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

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Contractor Integrity Pact

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### T2.2-21 Supplier Code of Conduct

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor
- T2.2-23 Forecast Rate of Invoicing
- T2.2-24 One (1) year audited financial statements

### **1.3.3 Transnet Vendor Registration Form:**

T2.2-26 SBD1

- 2.2 C1.1 Offer portion of Form of Offer & Acceptance
- 2.3 C1.2 Contract Data
- 2.4 C1.3 Forms of Securities
- 2.5 C2.1 Pricing Instructions (Activity Schedule)
- 2.6 C2.2 Activity Schedule



# **T2.2-01: Eligibility Criteria Schedule:**

# **Certificate of Attendance at Tender Clarification Meeting**

This is to certif	y that		
			(Company Name)
Represented by:			(Name and Surname)
Was represent	ed at the compulsory tender clarificat	ion meeting	
Held at:			
On (date)		Starting time:	
Particulars o	f person(s) attending the meetin	g: Signature	
Capacity			
Attendance of	of the above company at the mee	ting was confirmed:	
Name		Signature	
	For and on Behalf of the Employers Agent.	Date	



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

### Note to tenderers:

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

CRS Number Status		Status Grading		

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 2ME or higher class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB; 1.
- 2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 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 3ME 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date

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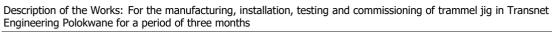
T2.2-XX: CIDB Registration



# **T2.2-03: Evaluation Schedule: Company Previous Experience**

Note: The tenderer will be scored on the below;

Category Criteria	Weightings	Scoring MethodologyBased on Weight	Evidence
Reference letter/s, as proof that the bidding company is well proven in the field, having performed the services like the ones required in the past.  The bidding company must submit the contactable reference letter/s from the bidding company's previous and/or current customers to prove previous similar experience.	20	No Response, or No Reference letters submitted, or the reference letter submitted does not meet all five requirements = 0 Points  1 Reference letters meet less than five (05) requirements of the criteria = 10 Points  2 Reference letters meet all five (05) requirements of the criteria = 20 points	The reference letter/s from the current and/or previous customers must meet the following criteria of successfully installing the trammel jig.  (a) Be dated; (b) Be signed by the customer/s; (c) Have a customer's letter head; (d) Have contactable reference/s (Email and contact number; and (e) signed completion certificate signed by both parties.

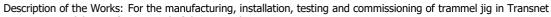




## **T2.2-04: Evaluation Schedule: Project Organogram**

2 EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY		The bidding company must submit, Registered Mechanical Engineer with ECSA	Minimum Qualification Required Nat. Diploma Or
Qualifications, Experience and Registration of key personnel. Mechanical Engineer (ECSA Registration) Safety Officer (Registration with SACPCMP or registered by SAQA	25	The bidding company must submit, Registered Safety Officer (Registration with SACPCMP or registered by SAQA  0 years of experience and no submission = 0 points  All key personnel to possess 1 to 3 years of experience and qualified & accredited with professional body = 05 points  All key personnel to possess more than 3 to 7 years of experience, qualified & accredited with professional body = 15 points  All key personnel to possess 7 and years and above of experience, qualified & accredited with professional body = 25 points	Nat. Diploma Or BTech. BSc Eng. Or B. Eng. Nat. Dip, BTech or B Degree in Occupational Health & Safety.  Professional Registration Required Pr. Eng. Or Pr. Tech. Eng. Pr. Technologist. SACPCMP or SAQA  Number of years of experience (CV's)  NB: if any of the above documentation is not submitted will result a zero score

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# T2.2-05: Evaluation Schedule: Project delivery lead times

3	PROJECT DELIVERY LEAD TIMES  The bidding company must submit a detailed project schedule clearly outlining the project delivery lead-times, Project Programme and or Gant Chatt	20	No Project schedule with timelines provided. = 0 Points  Project Schedule without timelines or timelines of five (5) months or more = 10 Points.  Project schedule with timelines of four (04) months or below = 20 Points.	Detailed Project Plan/Method with clear allocation of tasks and responsibilities for the execution of the project  Detailed Project Plan/Method clearly illustrating the projected timelines to complete the project
---	---	----	---	--

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Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months



## **T2.2-06: Evaluation Schedule: Health and Safety**

4.	SHE Questionnaires or SHE Specification	15	Bidder must submit a signed	Qualification of SHE Officer with National Diploma in
	The bidding company must submit a signed and initialed SHE Specification with required attachments.  1. SHE Contractor Questionnaire 2. Letter of Good Standing 3. Qualification of Safety Officer	15	and initialed SHE Specification with qualifications.  1.No Response – 0 points  1. Compliance to SHE Specification without submission of qualifications - 05 points  2. Compliance to SHE Specification with qualifications submitted – 15 points	Safety Management or Environmental Management.

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### **Health, Safety Questionnaire**

	CONTRACTOR QUESTIONNAIRE (Compliance to SHE Specification)			
1.	POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO	
1.1	Does your company have a SHEQ Policy?			
1.2	Has a copy of SHEQ Policy signed by the Chief Executive Officer / Managing Director?			
1.3	Does the company have company organogram?			
1.4	Does your company have SHE Management Plan?			
1.5	Does the company have OHS Act 16.1 Legal Appointees?			
1.6	Is your company registered with the Compensation Commissioner (COID Act) or licenses compensation insurer?			
1.7	Will your company conduct periodic SHE inspections and Regular Health and Safety meetings with personnel?			
1.8	Does the company comply with the relevant legal appointees required for this project i.e. SHE Representatives, Incident Investigator, First Aiders, Risk Assessors, etc.?			
2.	TRAINING	YES	NO	
3.1	Will your employees be trained based on risks/hazards that has been identified?			
3.2	Will training be provided to employees at the following stages?			
	When joining the company			
	When changing jobs within the company			
	When new plant or equipment needs to be operated			
	As a result of experience of and feedback from an accident/incident reports			
3.3	Will you be able to Provide proof of specialist training records that might be required for the project?			
3.4	Will all employees (including sub-contractors) be instructed as to the application of rules and regulations within your organization?			
3.5	Will you train employees on the selection, use and care of personal protective equipment?			
4.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO	
4.1	Will you carry out plant and equipment inspections prior to work commencing to ensure the hazards are identified?			
4.2	Will you evaluate the competence of all sub-contractors if required?			
5.	INSPECTIONS	YES	NO	
5.1	Will periodic work inspections be carried out by first line supervisors?			
5.2	Will unsafe acts and conditions reported and remedial actions formally monitored?			
6.	RULES AND REGULATIONS	YES	NO	
6.1	Will your company agree to sign Section 37.2 agreement with Transnet before the commence of work?			
6.2	Will your company sign section 37.2 agreement with subcontractors if needed/required during the contract?			
6.3	Will your company provide legal permits if required by work (as applicable)? e.g. Hot work			
		1		

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Tender Number: TE24-KDS-05K-12705



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14.1	Will the Contractor make provision for the cost for SHE	RQ requirem	ents for the	project?			
14.	COSTS				YES	NO	
13.1	Are daily talks meetings conducted to discuss hazards	on site, incid	ent recall, pe	erformance?			
13.	COMMUNICATION AND CONSULTATION				YES	S NO	)
ost m	an due to accidents (Number of Fatalities)						
umbe	er of dangerous occurrences reported in past?						
ajor/	Reportable injuries to DoL in the past						
rovide	e number of Lost time accidents reported						
		YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-	-5
12.3	labour?						
12.2	Do you have all forms required to report an incident to	compensati	on and depai	rtment of			
12.2	Is there a standard report/investigation form used?						
12.1	Do you have a procedure for reporting, investigating an	nd recording	accidents ar	nd incidents?			
12.	CONDITIONS	J, INCIDE	TIS AND D	MIGEROUS	YES	S NO	)
.1.5	REPORTING AND INVESTIGATION OF ACCIDENT	•	NTS AND D	ANGEROUS			
11.2	Is the substance abuse policy and testing procedure in						
11.1	Are exit medical examinations carried prior to employment,  Are exit medicals conducted on staff once they have re		· · · · · · · · · · · · · · · · · · ·				
1.1	Are medical examinations carried prior to employment,	in all cacca	)		TE	J NO	
11.	RECRUITMENT OF PERSONNEL	Project pers	onner and et	Inibilicut;	YES	5 NO	)
10.1	Will measures be put in place to ensure security of the	nroject perc	onnel and or	uinment?			
.0.1	PROJECT SECURITY  Will the security assessment for the site be done?				YES	5 NO	
	inspection, testing and maintenance of fall protection e			4556551116		S NO	
9.2	under competent supervision, carried out by emplo If required to work at heights will your fall protection p	yees who ar	e trained and	d medically fi			
9.1	If required to work at heights, are you able to demonst	rate that wo	rk at heights	undertaken			
9.	FALL PROTECTION				YE	S NO	)
8.3	Will employees be trained on the emergency plan/proc		usiness conti	nuity plan?			
8.2	Are provision made for Trained First Aiders and fire figl						
8.1	Do you have an emergency plan AND business continu	ity plan in pl	ace?				
8.	BUSINESS CONTINUITY AND EMERGENCY ARRA				YES	5 NO	)
7.3 7.4	Do you have a copy of the PPE needs analysis done an	d issue reco	rds kept?				
7.2	Will employees be trained on Safe Work Procedures?	- Identific					
7.2	Do you have safe work procedure for all high risk/haza	rds identifie	1?				
7.1	document them on a Risk Assessment Register?	CAECULIOIT	or contract W	JOIN AIN			
7.	Will you perform assessment of the risks involved in the	e execution	of contract w	ork and	I E	140	
7.	RISK MANAGEMENT	a by legislation	JIT:		YE:	5 NO	)
6.4	of labour or any other notification that may be required			ю реракте	IIL		
	Will your company be able to provide copy of notification	on for const	ruction work	to Denartmo	nt		

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Tender Number: TE24-KDS-05K-12705



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	<ol> <li>Employees Medical surveillance report signed by Occupational Health Practitioner.</li> <li>PPE availability</li> </ol>				
	3. Requires training by the legislation and regulation	ons related to project.			
15	Documents to be attached/Provide with the Quest	tionnaire			
15 1	Please provide / Attach a copy of Letter of Good Standing	g that expires on the current year or			
15.1	the following year.				
15.2	Minimum Qualification - National Diploma in Safety/Envir	ronmental/Occupational health &Safety)			
Name o	of Company Managing Director/Designated				
Contractor:					
Signature of Company Managing Director/Designated					
Contractor:					
Date of Documentation:					
Any additional Comments:					
Signature of Transnet Contract Manager/Designated					
Transnet Person & Date of Endorsement of					
Docume	entation:				

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months



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# T2.2-07: Approach and methodology

	ori Approden dna			
5.	Approach and Methodology	20	1 = No Submission to Approach and Methodology = <b>0 Points</b> 2 = The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project/ The methodology does not adequately deal with the critical characteristics of the project, or the plan and way risk is to be managed. – <b>05 Points</b> 3 = The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach & methodology to managing risk etc. is tailored to the critical characteristics of the project. The important issues are approached in an innovative and efficient way, indicating that the tenderer has exceptional knowledge of working state of the art approaches. – <b>20 Points</b>	The Service Provider should explain their understanding of the objectives of the assignment and Transnet Engineering stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Service Provider should explain the methodologies which they propose to adopt, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data, carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to the scope of work proposed by Transnet Engineering. The approach should also include a project management plan and quality plan and where relevant and appropriate propose the scope of work and / or modifications to the scope of work. The technical approach and methodology portion of the approach paper, read in conjunction with the work
			tenderer has exceptional knowledge of working state of the art approaches. – <b>20</b>	methodology portion of the approach paper, read in
				Accordingly, this portion of the approach paper should clearly articulate the project deliverables. Technical approach paper which responds to the

CPM 2020 Rev 01 Part T2: Returnable Schedules

proposed scope of work/project design and outlines proposed Methodology and Project

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Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months

	be u	nagement Plan that will used in the execution of contract.	
	appr	derers must attach their roach paper to this page. scoring will be as ows:	
	•Met Cont • Sci Cont • De • Co • Sta	proach ethodology and Quality trol chedule of Proposed Sub- tractors esign approach complaints to specification andardization eccution plan	

A. Certificate for Company

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

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## **T2.2-08:** Authority to submit a Tender

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

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

Ι,	chairperson	of the board of directors
	, here	eby confirm that by resolution of the
board taken on(date	e), Mr/Ms	
acting in the capacity of		, was authorised to sign all
documents in connection with this tender	offer and any o	contract resulting from it on behalf of
the company.		
Signed	Date	
Name	Position	Chairman of the Board of Directors

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В.	<b>Certificate</b>	for	<b>Partne</b>	rship
----	--------------------	-----	---------------	-------

We, the undersigned, being the <b>key partners</b> in the business	strading as	
hereby authorise Mr/Ms		
acting in the capacity of	, to sign all docum	ents in
connection with the tender offer for Contract	and	any
contract resulting from it on our behalf.		

Name	Address	Signature	Date
			_

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

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Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months



### **C.** Certificate for Joint Venture

Name of firm	Address	Authorising signature, name (in caps) and capacity			
Furthermore we attach to this incorporates a statement that all the contract and that the lead parpayments and be responsible for and all the partners.	partners are liable jointly and rtner is authorised to incur liab	severally for the execution of bilities, receive instructions and			
This authorisation is evidenced by signatories of all the partners to the	•	ey signed by legally authorised			
	and any contract resulting	from it on our behalf.			
partner, to sign all documents in o	, act				
Mr/Mc	We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise  Mr/Ms, an authorised signatory of the company				
	ang this tender offer in some	venture and hereby duthonse			

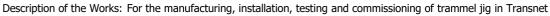
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D.	Cer	tificate	for	Sole	Pro	prietor
----	-----	----------	-----	------	-----	---------

Ι,	, hereby conf	firm that I am the sole owner of the
business trading as		<u> </u>
Signed	Date	
Name	Position	Sole Proprietor



Engineering Polokwane for a period of three months



# **T2.2-09: Availability of Equipment and Other Resources**

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

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

Page 1 of 1

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering

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# T2.2-10 Capacity and Ability to meet Delivery Schedule

#### Note to tenderers:

The Tenderer is required to demonstrate to the Employer that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:					

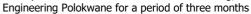
Part T2: Returnable Schedules



# T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.
1.
2.
3.
4.
Name of Company/Members of Joint Venture:







# **T2.2-12: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

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Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

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## T2.2-13: Risk Elements

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

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

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


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

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Part T2: Returnable Schedules T2.2-12: Risk Elements



# **T2.2-14: Schedule of Proposed Subcontractors**

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

#### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Propo	osed Subcoi	ntractor	Address		Nature of work		Amount of Worked	entage of work
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdevelo areas/ Township	Military Veterans

Name of Prop	osed Subco	ntractor	Address		Nature of work		Amount of Worked		entage of work
% Black Owned	EME	QSE	Youth	Women Dis		Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
Name of Prop	osed Subcoi	ntractor	Address		Nature of work		Amount of Worked		entage of work

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% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans

Name of Propo	Name of Proposed Subcontractor Address		SS	Nature of work				entage of work	
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdevelo areas/ Township		Military Veterans

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# **T2.2-15: Site Establishment Requirements**

Tenderers to indicate their Site establishment area requirements:						

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T2.2-14: Site Establishment



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

#### NAME OF TENDERING ENTITY:

- 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;

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- 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.

 $^{\circ}$ 

Signed on this	uay oi	20
SIGNATURE OF	TENDERER	

day of

Cianad on this

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# **T2.2-17: ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

Section 1:	n 1: Name of enterprise:							
Section 2:	2: VAT registration number, if any:							
Section 3:	on 3: CIDB registration number, if any:							
Section 4:	on 4: CSD number:							
Section 5:	Section 5: Particulars of sole proprietors and partners in partnerships							
Name		Identity number	Personal income tax number					
partners	,	rietor or partnership and attach sep						
Section 6.	rai ticulai 5 O	companies and close corporat	10113					
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.

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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.

Date	Signed
Position	Name
	Enterprise name

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**SBD 6.1** 

#### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 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;
  - (b) Selected Specific Goals; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

		POINTS
PRICE		80
SELECTED SPECIFIC GOALS		
B-BBEE Level of contributor (1 or 2)	5	20
30% Black Women-Owned entities	5	
51% Black Youth Owned Entities	5	
People with Disabilities (PWD)	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and B-BBEE must not	t exceed	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

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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.
- (I) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

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#### 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

$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps Points scored for comparative price of bid under consideration

Pt Comparative price of bid under consideration Pmin Comparative price of lowest acceptable bid

#### 4. **EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals Acceptable Evidence

**B-BBFF** B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC

Certificate (in case of JV, a consolidated scorecard will be

accepted) as per DTIC guideline

51% Black Youth Owned

Entities

Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per

DTIC guideline

30% Black Women Owned

**Entities** 

B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be

accepted) as per DTIC guideline

Entities Owned by People with Disability (PWD)

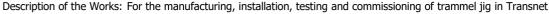
Certified copy of ID Documents of the Owners / Doctor's note

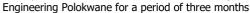
and /or EEA1 form confirming the disability

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

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

-

<sup>&</sup>lt;sup>1</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.

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# TRANSNEF

5.	DID	DECL	ADA	TION
Э.	DID	DELL	AKA	ITON

5.1	Bidders who	claim	points	in	respect	of	Selected	Specific	Goals	must	complete	the
	following:											

6.	B-BBEE	STATUS	LEVEL	OF	CONTRIBUTION	CLAIMED	IN	<b>TERMS</b>	OF
	PARAGR	<b>APHS 1.4</b>	<b>AND 6.1</b>	_					

6.1	Selected Specific Goals:			Selected Specific Goals: .			(maximum of 5 po					oints)		
	(Points claimed	in respec	t of	paragraph	6.1	must	be in	accoi	dance	with	the	table		
										_	<b>6</b> D			

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,	ind	licate:
,	11 9 00,		iicacc.

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)

VEC	NO	
IES	NO	

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

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

8.4 TYPE OF COMPANY/ FIRM

Υ	Partnership/Joint Venture / Consortium
	i di circi si iip, somic i circai ci, comboi ciam

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Υ	One person business/sole propriety
Υ	Close corporation

	Y (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	Manufacturer Supplier Professional Supplier/Contractor Other Suppliers/Contractor s, 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;

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

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:

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#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise, employed by the state?

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

Full Name	Identity Number	Name of institution	State

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? <b>YES/NO</b>
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1	If so, furnish particulars:

#### DECLARATION

Ι,	the	undersigned,
(name)		in submitting
the accom	npanying bid, do hereby make the following sta	atements that I certify to
be true an	nd complete in every respect:	

- 3.1 I have read and I understand the contents of this disclosure:
- I understand that the accompanying bid will be disgualified if this disclosure is 3.2 found not to be true and complete in every respect;
- The bidder has arrived at the accompanying bid independently from, and without 3.3 consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by 3.4 the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and

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<sup>3</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.

#### 3 ABOVE IS CORRECT.

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

Signature	Date
Position	Name of bidder

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## **T2.2-18 NON-DISCLOSURE AGREEMENT**

Note to tenderers:	This Non-Disclosure	Agreement is to be	e completed and	signed by an	authorised signatory:
THIS AGREEMEN	<b>r</b> is made effective as of	day of	20	by and be	etween:

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

#### **WHEREAS**

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

#### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

- **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;
- 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:

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- 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.
- 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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- 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.

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### 7. ADEQUACY OF DAMAGES

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

#### 8. PRIVACY AND DATA PROTECTION

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

#### 9. GENERAL

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

Signed	Date	
Name	Position	
Tenderer		

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# **T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW**

NAME OF COMPANY:	
I / Wedo hereby certify the	
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 other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanors, e.g. traffic offences.	
Where found guilty of such a serious breach, please disclose:	
NATURE OF BREACH:	
	—
DATE OF BREACH:	
Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.	
Signed on thisday of20	
SIGNATURE OF TENDER	

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T2.2-18: RFP – Breach of Law

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T2.2-20: RFP DECLARATION FORM NAME OF COMPANY: We do hereby certify that: 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; we have received all information we deemed necessary for the completion of this Tender; 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; 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 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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[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]

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 $Description \ of \ the \ Works: \ For \ the \ manufacturing, \ installation, \ testing \ and \ commissioning \ of \ trammel \ jig \ in \ Transnet$ 

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TRANSNET

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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.

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).

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.

We have acquainted ourselves and agree with the content of T2.2-16 "Contractor Integrity Pact".

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

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#### **IMPORTANT NOTICE TO TENDERERS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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# **T2.2-21: 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.

of

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	•	/ Resolu	<sup>:</sup> Directoi ition froi		•	(insert name of Company)	
	eby acknov "Transnet	_			ood and ag	ree to the terms and conditions set	out in
Sign	ned	this	on	day	_		at
Sign	nature						

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# **T2.2-22 Contractor 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/Contractor s/Contractor")

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#### **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/Contractor s/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Contractor /Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will formpart of the Tenderer's/Contractor 's/Contractor's application for registration with Transnetas 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/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnetvendor.

#### 1 OBJECTIVES

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

#### 2 COMMITMENTS OF TRANSNET

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

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

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

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

# 3 OBLIGATIONS OF THE TENDERER / CONTRACTOR

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

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

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

- 3.7 The Tenderer/Contractor /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/Contractor /Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Contractor /Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Contractor /Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Contractor /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.

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- Principle 8: undertake initiatives to promote greater environmental responsibility;
   and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

# 4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

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and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

# 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Contractor /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/Contractor /Contractor into question, Transnet may reject the Tenderer's / Contractor 's / Contractor's application from the registration or tendering process and remove the Tenderer/Contractor /Contractor from its database, if already registered.
- 5.2 If the Tenderer/Contractor /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/Contractor /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/Contractor /Contractor and the amount

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of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

# 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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Polokwane for a period of three months



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



Polokwane for a period of three months



6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered forblacklisting. The decision to extend the blacklist to associated companies will beat the sole discretion of Transnet.

#### 7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Contractor /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/Contractor 's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Contractor /Contractor made an incorrect statement on this subject, the Tenderer/Contractor /Contractor can be rejected from the registration process or removed from the Tenderer/ Contractor /Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

# 8 SANCTIONS FOR VIOLATIONS

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

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# 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
  - Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Contractor /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/Contractor / Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Contractor /Contractor shall not lend to or borrow any moneyfrom 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/Contractor /Contractor.

#### 10 DISPUTE RESOLUTION

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

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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 / Contractor / Contractor make a false statementeither in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Contractor / 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 / Contractor / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

# 11 GENERAL

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

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

I	. duly authorised	by the tendering	g entity,	hereby of	certify
that the tendering entity are <b>f</b>	ully acquainted	with the conten	ts of the	e Integrity	/ Pact
and further <b>agree to abide b</b>	<b>y it</b> in full.				

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Polokwane for a period of three months

- 11	· CA	IN	51	E
		À		

Signature	 	 	
Date	 	 	

Tender Number: TE24-KDS-05K-12705

 $Description \ of \ the \ Works: \ For \ the \ manufacturing, \ installation, \ testing \ and \ commissioning \ of \ trammel \ jig \ in \ Transnet$ 

Engineering Polokwane for a period of three months



# **T2.2-24: Form of Intent to Provide a Performance Guarantee**

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

Name of Guarantor (Bank/Insurer)	
Address	
The Performance Guarantee shall be defined in the contract unless others.  Signed	e provided within <b>2</b> ( <b>Two</b> ) weeks after the Contract Date wise agreed to by the parties.
Name	
Capacity	
On behalf of (name of tenderer)	
Date	
Confirmed by Guarantor's Author	orised Representative
Signature(s)	
Name (print)	
Capacity	
On behalf of Guarantor (Bank/insurer)	
Date	

CPM 2020 Rev 01 Part T2: Returnable Schedule

Engineering Polokwane for a period of three months



# T2.2-25: Insurance provided by the *Contractor*

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

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

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

CPM 2020 – Rev 01 Part T2: Returnable Schedules

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# T2.2-26: One (1) year audited financial statements.

Attached to this schedule is the last one (1) year audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

CPM 2020 Rev 01 Part T2: Returnable Schedules

# T2.2-27: SBD1 Form

# PART A **INVITATION TO BID**

YOU ARE HEREBY	INVITED TO BID FOR REQUIREME	NTS OF TRANSI	NET ENGINEERING. A DIVISI	ON TRANSNET SC	OC LTD	
	T					
BID NUMBER:	TE24-KDS-05K-12705	CLOSING	20 1 Cbidaly 2020	CLOSING TIME:	16:00hrs	
					10.001113	
		DATE:				
	DECORIDATION OF THE MODICO, FOR THE MANUFACTURING INICTALL ATION, TECTING AND COMMISSIONING OF					
DESCRIPTION	DESCRIPTION OF THE WORKS: FOR THE MANUFACTURING, INSTALLATION, TESTING AND COMMISSIONING OF					
DESCRIPTION	TRAMMEL JIG IN TRANSNET ENGINEERING POLOKWANE FOR A PERIOD OF THREE MONTHS					
DID DECRONCE DOCUMENTS CUDMICCION						

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.

# RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge);
- 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.

No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnet etenders azurewebsites net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Nozuko Sani		CONT	ACT PERSON	Nozuko Sani
TELEPHONE NUMBER			TELEF	PHONE NUMBER	
FACSIMILE NUMBER	N/A		FACSI	MILE NUMBER	N/A
	Nozuko.sani@transn	<u>et.net</u>	E-MAI	L ADDRESS	Nozuko.sani@transnet.net
SUPPLIER INFORMATION	T				
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUME	BER	
CELLPHONE NUMBER					_
FACSIMILE NUMBER	CODE		NUME	BER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEMPIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER:  MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICA	BLE BOX]  No		E STATUSLEVEL RN AFFIDAVIT	[TICK APPLICABLE BOX]  Yes No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

# SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	□No			
QUESTIONNAIRE TO BIDDING F	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF	THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO				
DOES THE ENTITY HAVE A BRAN	NCH IN THE RSA?		☐ YES ☐ NO				
DOES THE ENTITY HAVE A PERI	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?							
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.							

# PART B TERMS AND CONDITIONS FOR BIDDING

# 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.					
SIGNATURE OF BIDDER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)					
DATE:					

Contract: TE24-KDS-05K-12705

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Polokwane for a period of three months

this Offer.



# 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 manufacturing, installation, testing and commissioning of trammel jig and design and installation of foundation and shelter over the trammel jig area in Polokwane

# For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months

The tenderer, identified in the Offer signature block, has

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

or examined the draft contract as listed in the Acceptance section and agreed to provide

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

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

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
	(Insert name and address of organisation)	
Name & signature of witness		Date

# TRANSNET ENGINEERING Contract: TE24-KDS-05K-12705



	,
Tenderer's CIDB registration number:	

Contract: TE24-KDS-05K-12705

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

Engineering Polokwane for a period of three months



# **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 duein accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and

Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

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

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

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

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

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

Signature(s)	
Name(s)	
Capacity	
for the Employer	Transnet SOC Ltd
	(Insert name and address of organisation)
Name & signature of witness	Date
	••••••••••••••••••••••••••••••••••••

Contract: TE24-KDS-05K-12705

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months



# **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.

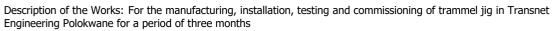
No.	Subject	Details
1		
2		
3		
4		
5		

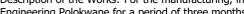
By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, 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		

Contract: TE24-KDS-05K-12705







# **C1.2 Contract Data**

# Part one - Data provided by the Employer

Clause	Statement	Data	
1	General		
	The conditions of contract are the core clauses and the clauses for main Option		
		A:	Priced contract with activity schedule
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		<b>X2</b>	Changes in the law
		X7:	Delay damages
		X16:	Retention (5%) of Project value
		X18:	Limitation of liability
		Z:	Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)		
10.1	The Employer is:		net SOC Ltd stration No. 1990/000900/30)
	Address	Trans 138 E Braar	ered address: net Corporate Centre loff Street nfontein nesburg
	Having elected its Contractual Address for the purposes of this contract as:	Trans Lynet Koede	net Engineering te Street Despoort Road Despoort ria

TRANSNET

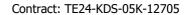
Contract: TE24-KDS-05K-12705

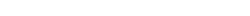
	he Project Manager is: (Name)	Cebo Ndlovu
А	ddrocs	
	adiess	Lynette Street Koedoespoort Road
		Koedoespoort
		Pretoria 0186
T	el	012 842 5905
e	-mail	Cebo.ndlovu@transnet.net
10.1 T	he Supervisor is: (Name)	Nokwazi Baliwe
А	ddress	Transnet Engineering
		Polokwane Wagons Maintenance
		90 Railway St, Annadale,
		Polokwane,
		0699
T	el No.	015 299 6336
e-	-mail	Nokwazi.Baliwe@transnet.net
11.2(13) T	he works are	FOR THE MANUFACTURING, INSTALLATION, TESTING AND COMMISSIONING OF TRAMMEL JIG IN TRANSNET ENGINEERING POLOKWANE FOR A PERIOD OF THREE MONTHS
` ,	the following matters will be not not be not	
11.2(15) T	he boundaries of the site are	As stated in Part C4.1." Description of the Site adit surroundings"
11.2(16) T	he Site Information is in	Part C4
11.2(19) T	he Works Information is in	Part C3



Contract: TE24-KDS-05K-12705

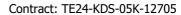
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The language of this contract is	English
13.3	The period for reply is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
3	Time	
11.2(3)	The completion date for the whole of the works is	30 June 2025
11.2(9)	The key dates and the conditions to be met are:	Condition to be met: Not Applicable
30.1	The access dates are	Part of the Site Date 01 March 2025
31.1	The Contractor is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The starting date is	01 March 2025
32.2	The Contractor submits revised programmes at intervals no longer than	2 weeks
35.1	The Employer is not willing to take over the works before the Completion Date.	
4	Testing and Defects	
42.2	The defects date is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The defect correction period is	2 weeks







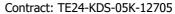
5	Payment	
50.1	The assessment interval is monthly on the	25 <sup>th</sup> (twenty fifth) day of each successive month.
51.1	The currency of this contract is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The interest rate is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The weather measurements to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site ) is:	Polokwane
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	Polokwane
	and which are available from:	South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a> .
7	Title	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
CDM 2020 P	0,402	Part C1: Contract Data

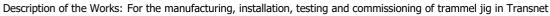




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80.1	These are additional Employer's risks		
84.1	ins	e Employer provides these surances from the Insurance ble	
	1	Insurance against:	Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public 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
	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon





Engineering Polokwane for a period of three months



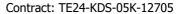
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

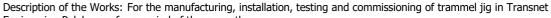
84.1 The minimum limit of indemnity for insurance in respect of death in connection with this contract 130 of 1993 as amended. for any one event is

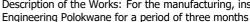
of or bodily injury to employees of **The Contractor must comply at a minimum** the Contractor arising out of and with the provisions of the Compensation for in the course of their employment **Occupational Injuries and Diseases Act No.** 

The Contractor provides these additional Insurances

- 1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor satisfy the **Employer** 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 anv sub-contractor
- 4 Motor Vehicle Liability **Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised **Passenger** indemnity with a minimum indemnity limit of R 5 000 000.
- 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The **Contractor shall arrange with the insurer** to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

84.2 The minimum limit of indemnity for insurance in respect of loss

of or damage to property (except the works, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

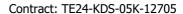
Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.



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Contract: TE24-KDS-05K-12705

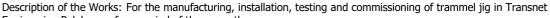
	_	
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The Adjudicator is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no Adjudicator nominating body is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Gauteng, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)





12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
<b>X7</b>	Delay damages	
X7.1	Delay damages for Completion ofthe whole of the works are	R1000 per calendar day
X16	Retention	
X16.1	The retention free amount is	5% on all payments certified.
	The retention percentage is	
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	Nil  The deductible of the relevant insurance policy
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	The cost of correcting the Defect
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The Total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	1 year after Completion of the whole of the works
X18.5		
	The end of liability date is  Additional conditions of	
Z	Additional conditions of contract are:	

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Engineering Polokwane for a period of three months

# Z1 Additional clauses relating to Joint Venture

#### **Z1.1**

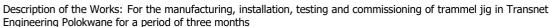
#### Insert the additional core clause 27.5

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

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- iii. Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
  - working capital iv. the requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or quaranteed by constituents from time to time:
  - v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Insert additional core clause 27.6

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

#### **Z2 Additional** obligations in respect of Termination

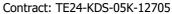
**Z2.1** The following will be included under core clause 91.1:

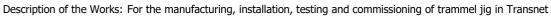
> In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

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

**Z1.2** 







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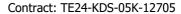
Z2.2	<b>Termination Table</b>	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z</b> 3	Right Reserved by the Employer to Conduct Vetting through SSA	
Z3.1		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:
		<ol> <li>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the</li> </ol>

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.

of state.

objectives and functions of an organ

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.



**Z4.1** 



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Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

Engineering Polokwane for a period of three months

<b>Z4</b>	Additional Clause Relating to
	<b>Collusion in the Construction</b>
	Industry

Industry

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

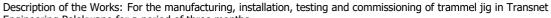
Z5 Protection of Personal Information Act

**Z5.1** The Employer and the Contractor are

required to process information obtainedfor the duration of the Agreement in a manner that is aligned to the Protection of Personal

**Information Act.** 

Contract: TE24-KDS-05K-12705



Engineering Polokwane for a period of three months



# **C1.2 Contract Data**

# Part two - Data provided by the Contractor

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

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

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

# TRANSNET ENGINEERING

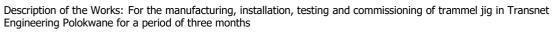
Contract: TE24-KDS-05K-12705



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		•	key persons data appended to Tender .
11.2(14)	The following matters will be included in the Risk Register		
31.1	The programme identified in the Contract Data is		
A	Priced contract with activity schedule		
11.2(20)	The activity schedule is in		
11.2(30)	The tendered total of the Prices is	(in figures)	
		(in words), ex	ccluding VAT
	Data for Schedules of Cost Components	•	on page 60 of ECC, and ter Schedule of Cost
A	Priced contract with activity schedule	Data for the Shorter Components	Schedule of Cost
			Schedule of Cost
41 in	schedule  The percentage for people overheads is:	Components	Schedule of Cost
41 in SSCC 21 in	schedule  The percentage for people overheads is:  The published list of Equipment is the	Components	
41 in SSCC 21 in SSCC	schedule  The percentage for people overheads is:  The published list of Equipment is the last edition of the list published by  The percentage for adjustment for	Components %	
41 in SSCC 21 in SSCC 22 in	schedule  The percentage for people overheads is:  The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	% (state plus of	r minus) Size or Rate
41 in SSCC 21 in SSCC 22 in	schedule  The percentage for people overheads is:  The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	% (state plus of	r minus) Size or Rate
41 in SSCC 21 in SSCC 22 in	schedule  The percentage for people overheads is:  The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	% (state plus of	r minus) Size or Rate
41 in SSCC 21 in SSCC 22 in	schedule  The percentage for people overheads is:  The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	% (state plus of	r minus) Size or Rate

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

Signed at	on this	day of	201_
Signature(s)			
Name(s) (printed)			
Position in parent company			
Signature of Witness(s)			
Name(s) (printed)			

CPM 2020 REV 02 Part C1.3 : Contract Data

#### TRANSNET ENGINEERING

Contract: TE24-KDS-05K-12705







# **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**

#### 1. The conditions of contract

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

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

# Identified 11 and defined 11.2 terms

- (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.

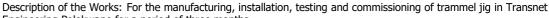
#### 1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the Contractor is based on the Activity Schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Project Manager with any additions and/or amendments deemednecessary.
- 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.

Part C2: Pricing Data C2.1: Pricing instructions ECC Option A

## TRANSNET ENGINEERING

Contract: TE24-KDS-05K-12705



Engineering Polokwane for a period of three months



- 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.

PAGE 2 Part C2: Pricing Data

C2.1: Pricing instructions ECC Option A

# TRANSNET ENGINEERING

Contract: TE24-KDS-05K-12705

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet Engineering Polokwane for a period of three months



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# **C2.2 Activity Schedule**

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

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

Activity No	Activity Description	Rate	Rate	Price of each activity
1	Design of the trammel jig and Foundation	Item	1	
2	Designs approval	Item	Sum	
3	Ordering of Material	Item	Sum	
4	Manufacturing of the trammel jig	Item	Sum	
5	Construction of foundation	Item	Sum	
6	Installation of the trammel jig on the newly constructed foundation	Item	Sum	
7	Testing and Commissioning of trammel jig	Item	Sum	
8	Handover of the trammel jig to the client	Item	Sum	
		Sub-total	R	
		Vat (15%)	R	
	Gross total i	nclusive of vat	R	

Description of the Works: For the manufacturing, installation, testing and commissioning of trammel jig in Transnet

Engineering Polokwane for a period of three months

Part C3: Scope of Work

**C3.1** Works Information

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:

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 contractor 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.

**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.

**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 with these

specifications, but alternative offers may, in addition, also be submitted. Such

alternative offers must be fully motivated and substantiated.

**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.

# **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.

# **Operational Parameters:**

#### **Environment:**

The equipment will be required to operating in the climatic conditions of Pretoria:

# **Testing:**

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

# **Specific Requirements:**

ITEM NO.	REQUIREMENTS	
	Specification for manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.	
1.	Scope of work:	
1.1	Design of new Trammel jig as per the attached Transnet drawings.	
1.2	Design of foundation for the trammel jig.	
1.3	All the design must be done by an Ecsa Accredited Mechanical Engineer and Civil engineer.	
1.4	Erect a shelter on the western side of the workshop where the trammel jig will be installed.	
1.5	Installation of newly designed trammel jig.	
1.6	Supply of compressed air to the trammel jig.	
1.7	Documentation	
1.8	Painting of the newly designed trammel jig.	
1.9	Approval of detailed design drawings, testing and commissioning of newly designed trammel jig.	
2	Design of new trammel jig:	
2.1	It shall be required that bidders shall manufacture a fully functional Trammel jig for this area.	
2.2	The newly manufactured trammel jig must be compatible to work with the existing compressed air line.	

ITEM NO.	REQUIREMENTS	
2.3	The manufacturing of the trammel jig must be in accordance to the attached Transnet drawings.	
2.4	The trammel jig must be able to withstand the maximum load of the bogie (4500Kg).	
2.5	The newly designed trammel jig must be installed on top of a foundation and under the existing crane to allow ease movement of bogies to and from the railway line.	
2.6	All structure above ground shall be designed and approved by ECSA accredited structural engineer/Mechanical Engineer.	
	Structure must comply to SANS 10400, SANS 1060-3:2019 and OHS Act 85 of 1993 and regulations.	
2.7	All structures erected above ground level shall be design with proper access and full design calculations shall be included regarding the structural forces when trammel jig is in operation. (Walkways, ladders etc.)	
3.	Installation of Trammel jig:	
3.1	Place gauge, in position, on foundation. Use a spirit level at least 700mm long and a sturdy straight edge and level the gauge. The following must be level with each other (See figure below)	
	A to D	
	B to C	
	A to C	
	B to D	
	A	
	Pointer  Adjustments can be made by moving this adjustable plate. Some might have to be adjusted at the pointer plate depending on the design.	
3.2	Use adjusting bolts to level the gauge. It is very important that the gauge must be 100% level.	

ITEM NO.	REQUIREMENTS
3.3	Once level, place packing plates under the foundation anchor plates and bolt down
3.4	Re-check level and correct, if necessary.
3.5	Couple the air system.
3.6	The lighting must be sufficient to enable operators to be the trammel readings accurately on both sides
3.7	The gauge must be installed under roof.
4.	Erection of shelter on the western side of the workshop:
4.1	Suppliers shall be responsible to erect a shelter on top of the newly designed and installed trammel jig on the western side of the workshop. The length and width of the shelter must cover the dimensions (Length and width) of the trammel jig and overlap by 1 meter.
4.2	The roof of the shelter must be covered with IBR Cromadeck sheeting and must be erected above the existing crane. There must be clearance of 2meter above the existing crane.
4.3	Roof sheets to be 0.6mm full harden Cromadeck first grade.
4.4	The existing I-beams/ columns to be used as supporting structure however not withholding the supplier from making a provision for extra support where need be.
4.5	All steel used for bracing/supports shall be treated before it's painted. All steel to be painted with aluminium paint. (RAL 9006)
4.6	IBR cromadeck sheeting shall be properly secured to the bracings/supports with Self-drilling screws complete with washers
4.7	The structure should be completed with at least one gutter on one side where the roof is sloping and two down pipes at each end to channel rain water throughout.
4.8	The colour of the steel cladding should be normal grey
4.9	All calculations and design drawings must be made available to Transnet Engineering for acceptance before commencing with the project.
5.	Concrete slab on the western side of the workshop
5.1	Design:
5.2	The design of the concrete slab shall be done by a professional Civil/Structural engineer according to the requirements of SANS 10400.
5.3	The bidder shall supply Transnet Engineering Koedoespoort with drawings, which have all the necessary approvals from the relevant engineers. (Engineers to be ECSA accredited)
5.4	Full details shall be provided. (Depth of excavations, compaction, concrete strength, reinforcing, maximum load, etc.)

ITEM NO.	REQUIREMENTS
5.5	Prepare the ground to lay the concrete slab
5.6	Excavate the floor to a depth according to the foundation design drawings.
5.7	Firstly compact the excavated depth floor before pouring the G5 material.
5.8	Imported G5 soil material compacted to 95% MOD AASHTO density material to be used for compaction of 150mm thick layers.
5.9	Supply 300mm thick concrete surface above the compacted 150mm layer of G5 soil material
5.10	All calculations and design drawings must be made available to Transnet Engineering for acceptance before commencing with the project.
5.11	Strength of the concrete slab must be 40MPa
5.12	The concrete slab must be 300 mm thick
5.13	Size of the new concrete slab on the western side Length (L) x Width (W) will be confirmed during site briefing meeting.
5.14	Ensure that the whole floor area is level after finish
5.14	All mounting bolts must be long bolts, spiked over the head to provide an anchor in the concrete.
5.15	The foundations must be level and smooth
5.16	Pockets must be provided for in the foundation, to allow for the mountings bolts to be concreted in.
6.	Compressed Air:
6.1	There is compressed air available in the area ranging from 600kPA -720kPA.
6.2	Installers shall be responsible for tapping into the existing airline after stop valve if they required any air point for the newly installed trammel jig. The point of supply/tapping is approximately 15metres within the workshops.
6.3	Airline shall be painted according to colour charts.
6.4	All necessary air shut off valves shall be supplied.
7.	Documentation:
7.1	The following documentation is required at tender stage from bidders:
7.1.1	Detailed project plan with all activities and time frames.
7.1.2	Professional Civil and Mechanical engineer qualification and registration number with ECSA.
7.2	The following documentation shall be submitted by winning bidder before any installation starts:

ITEM NO.	REQUIREMENTS
7.2.1	Detailed design drawings regarding the new structure and foundation. This shall include all equipment used and trammel jig layout, process flow diagram, process and block process diagram etc.
7.2.2	All the above documents shall be handed over Transnet Engineering before work commence.
7.3	The following shall be supplied on the day of commissioning:
7.3.1	4 sets off hard copies each with a disc containing documentation in PDF Format.
7.3.1.1	Operating Manual.
7.3.1.2	Maintenance Manual.
7.3.1.3	Mechanical Drawings.
7.3.1.4	Parts List.
7.3.2	All counter signed design drawings and calculations as requested
7.3.3	Concrete foundation test result (for the 7days curing, 14 days curing and 28 days curing). The test results must be done by SANAS accredited laboratory.
8.	Training.
8.1	The supplier shall conduct a hand-over and familiarization training when delivering the equipment and shall indicate the period required.
8.2	The supplier shall offer formal training to Operators and maintenance artisans according to the training manuals of the equipment supplied. (2 x Operators and 4 x Maintenance personnel.)
9.	Guarantee:
9.1	The supplier shall guarantee for a period 24 months after successful commissioning of the newly installed trammel jig, Foundation and shelter 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.
9.2	The supplier shall agree to replace at his/her cost any defective items discovered within the guaranteed period.
9.3	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. (Technicians to be on site).

ITEM NO.	REQUIREMENTS
9.4	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.
10.	General:
10.1	All material used shall be SANS approved, A-grade first class.
10.2	All work delivered shall be of a high standard.
10.3	All rubble shall be removed on a daily base.
11.	General Safety:
11.1	The correct PPE must always be worn. (Safety shoes, hardhat, Harnesses ropes, etc.)
11.2	People working on heights shall be certified. Certification shall be required.
11.3	All scaffolding and lifting tackle shall be certified and SANS approved.
11.4	The service provider is required to produce a Safety, Health and Environmental (SHE) File before any contractor shall be allowed to perform any work on Transnet Premises. These files shall be approved by the safety office of Transnet Engineering.
12.	Price Schedule:
12.1	Bidders to give a full price breakdown for the individual areas identifying all equipment that shall be supplied and work that they will perform.
13.	Handover and Commissioning:
13.1	The tenderer shall indicate the performance/s standard which the equipment will be subjected to.
13.2	Commissioning and testing of the newly installed Effluent Plant shall be done by the service provider and a commissioning certificate shall be issued and be accepted by Transnet Engineering.
13.3	The service provider 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 service provider shall conduct a risk assessment as to identify anything that might hinder the installation of trammel jig.

ITEM NO.	REQUIREMENTS
	Bidders are regarded as subject matter expert and assume full responsibility of the whole design and installation.
13.4	As this project is "Turn-Key" the successful tenderer is responsible for the design, installation, testing and commissioning of the trammel jig. The complete project team, local business, risk Department and PEMM responsible persons will participate in final commissioning.

# **Part C4: Site Information**

# **C4.1**: Project Locality

Polokwane Wagons Maintenance is located Limpopo district Latitude(S): 25°43′ 17.3 Longitude (E): 28°16′25.0 Please find locality plan below:

#### **C4.2 Access limitations**

The site is access controlled; therefore, the contractors is required to provide the necessary details as well as a list of all personnel and labour that will be directly involved in the project.

# C4.3 Hidden and other services within the site

The site has existing services, which may not be visible through eye inspection, the contractor is therefore required to take the necessary precaution to avoid damaging the Employer's property and/or services.

# C4.5 Details of existing buildings / facilities which *Contractor* is required to work on

In Polokwane Wagons Maintenance in Limpopo

TRANSNET ENGINEERING





# **TE-IMS-PEMM P&E KDS-SPC-353 Specification**

Description: Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.

Compiled By:	Sibusiso Bhembe Dries Myburgh	apple of	Date:	14/10/2024 07/11/2024
Recommended By:	Gcobani Mbulawa	P.p	Date:	15.10.2024
Approved by:	Chris Ramasunzi	Magnary	Date:	14/10/2024
Risk:	Gawie Venter		Date:	2024/10/15
Local Business:	Wagons maintenance Business			
Location:	Polokwane			

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 1 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.

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1.	Scope of Work	. 3
2.	Site Inspection	:
	Information Required	
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	Codes of Practice, Regulations & Standards:	
	Operational Parameters:	
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TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 2 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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bidders Signature:	

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# 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:

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 contractor 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 with these specifications, but alternative offers may, in addition, also be submitted. Such alternative offers must be fully motivated and substantiated.

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 3 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.

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# 4. 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.

# 5. 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.

# 6. Operational Parameters:

#### **6.1 Environment:**

The equipment will be required to operating in the climatic conditions of Pretoria:

# 7. Testing:

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

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 4 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

<b>Bidders Signature:</b>	
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# 8. Specific Requirements:

ITEM NO.	REQUIREMENTS
	Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.
1.	Scope of work:
1.1	Design of new Trammel jig as per the attached Transnet drawings.
1.2	Design of foundation for the trammel jig.
1.3	All the design must be done by an Ecsa Accredited Mechanical Engineer and Civil engineer.
1.4	Erect a shelter on the western side of the workshop where the trammel jig will be installed.
1.5	Installation of newly designed trammel jig.
1.6	Supply of compressed air to the trammel jig.
1.7	Documentation
1.8	Painting of the newly designed trammel jig.
1.9	Approval of detailed design drawings, testing and commissioning of newly designed trammel jig.
2	Design of new trammel jig:
2.1	It shall be required that bidders shall manufacture a fully functional Trammel jig for this area.
2.2	The newly manufactured trammel jig must be compatible to work with the existing compressed air line.
2.3	The manufacturing of the trammel jig must be in accordance to the attached Transnet drawings.
2.4	The trammel jig must be able to withstand the maximum load of the bogie (4500Kg).
2.5	The newly designed trammel jig must be installed on top of a foundation and under the existing crane to allow ease movement of bogies to and from the railway line.

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 5 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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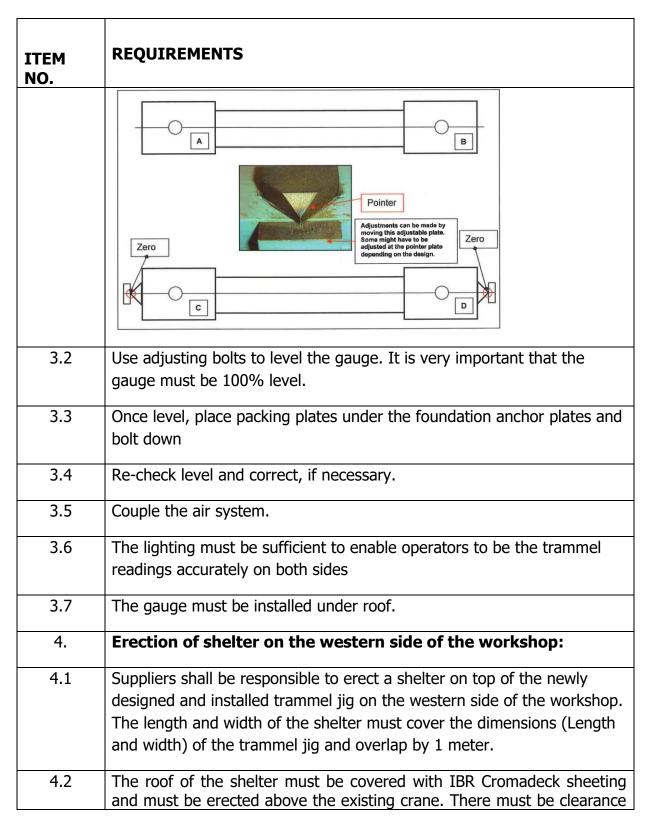


ITEM NO.	REQUIREMENTS
2.6	All structure above ground shall be designed and approved by ECSA accredited structural engineer/Mechanical Engineer.
	Structure must comply to SANS 10400, SANS 1060-3:2019 and OHS Act 85 of 1993 and regulations.
2.7	All structures erected above ground level shall be design with proper access and full design calculations shall be included regarding the structural forces when trammel jig is in operation. (Walkways, ladders etc.)
3.	Installation of Trammel jig:
3.1	Place gauge, in position, on foundation. Use a spirit level at least 700mm long and a sturdy straight edge and level the gauge. The following must be level with each other (See figure below)
	A to D
	B to C
	A to C
	B to D

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 6 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 7 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area.

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ITEM NO.	REQUIREMENTS
	of 2meter above the existing crane.
4.3	Roof sheets to be 0.6mm full harden Cromadeck first grade.
4.4	The existing I-beams/ columns to be used as supporting structure however not withholding the supplier from making a provision for extra support where need be.
4.5	All steel used for bracing/supports shall be treated before it's painted. All steel to be painted with aluminium paint. (RAL 9006)
4.6	IBR cromadeck sheeting shall be properly secured to the bracings/supports with Self-drilling screws complete with washers
4.7	The structure should be completed with at least one gutter on one side where the roof is sloping and two down pipes at each end to channel rain water throughout.
4.8	The colour of the steel cladding should be normal grey
4.9	All calculations and design drawings must be made available to Transnet Engineering for acceptance before commencing with the project.
5.	Concrete slab on the western side of the workshop
5.1	Design:
5.2	The design of the concrete slab shall be done by a professional Civil/Structural engineer according to the requirements of SANS 10400.
5.3	The bidder shall supply Transnet Engineering Koedoespoort with drawings, which have all the necessary approvals from the relevant engineers. (Engineers to be ECSA accredited)
5.4	Full details shall be provided. (Depth of excavations, compaction, concrete strength, reinforcing, maximum load, etc.)
5.5	Prepare the ground to lay the concrete slab
5.6	Excavate the floor to a depth according to the foundation design drawings.
5.7	Firstly compact the excavated depth floor before pouring the G5 material.
5.8	Imported G5 soil material compacted to 95% MOD AASHTO density material to be used for compaction of 150mm thick layers.
5.9	Supply 300mm thick concrete surface above the compacted 150mm layer of G5 soil material

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 8 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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ITEM NO.	REQUIREMENTS
5.10	All calculations and design drawings must be made available to Transnet Engineering for acceptance before commencing with the project.
5.11	Strength of the concrete slab must be 40MPa
5.12	The concrete slab must be 300 mm thick
5.13	Size of the new concrete slab on the western side Length (L) x Width (W) will be confirmed during site briefing meeting.
5.14	Ensure that the whole floor area is level after finish
5.14	All mounting bolts must be long bolts, spiked over the head to provide an anchor in the concrete.
5.15	The foundations must be level and smooth
5.16	Pockets must be provided for in the foundation, to allow for the mountings bolts to be concreted in.
6.	Compressed Air:
6.1	There is compressed air available in the area ranging from 600kPA - 720kPA.
6.2	Installers shall be responsible for tapping into the existing airline after stop valve if they required any air point for the newly installed trammel jig.  The point of supply/tapping is approximately 15metres within the workshops.
6.3	Airline shall be painted according to colour charts.
6.4	All necessary air shut off valves shall be supplied.
7.	Documentation:
7.1	The following documentation is required at tender stage from bidders:
7.1.1	Detailed project plan with all activities and time frames.
7.1.2	Professional Civil and Mechanical engineer qualification and registration number with ECSA.

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 9 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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bidders Signature:	



ITEM NO.	REQUIREMENTS	
7.2	The following documentation shall be submitted by winning bidder before any installation starts:	
7.2.1	Detailed design drawings regarding the new structure and foundation. This shall include all equipment used and trammel jig layout, process flow diagram, process and block process diagram etc.	
7.2.2	All the above documents shall be handed over Transnet Engineering before work commence.	
7.3	The following shall be supplied on the day of commissioning:	
7.3.1	4 sets off hard copies each with a disc containing documentation in PDF Format.	
7.3.1.1	Operating Manual.	
7.3.1.2	Maintenance Manual.	
7.3.1.3	Mechanical Drawings.	
7.3.1.4	Parts List.	
7.3.2	All counter signed design drawings and calculations as requested	
7.3.3	Concrete foundation test result (for the 7days curing, 14 days curing and 28 days curing). The test results must be done by SANAS accredited laboratory.	
8.	Training.	
8.1	The supplier shall conduct a hand-over and familiarization training when delivering the equipment and shall indicate the period required.	
8.2	The supplier shall offer formal training to Operators and maintenance artisans according to the training manuals of the equipment supplied. (2 x Operators and 4 x Maintenance personnel.)	
9.	Guarantee:	
9.1	The supplier shall guarantee for a period 24 months after successful	

TE-IMS-PEMM P&E KDS-SPEC- 353 Version 1.0 Page 10 of 12 Specification for design, manufacture, installation, testing and commissioning of Polokwane wagons Trammel jig, concrete foundation and shelter over the trammel jig area. ©Transnet SOC Ltd

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ITEM NO.	REQUIREMENTS
	commissioning of the newly installed trammel jig, Foundation and shelter 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.
9.2	The supplier shall agree to replace at his/her cost any defective items discovered within the guaranteed period.
9.3	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. (Technicians to be on site).
9.4	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.
10.	General:
10.1	All material used shall be SANS approved, A-grade first class.
10.2	All work delivered shall be of a high standard.
10.3	All rubble shall be removed on a daily base.
11.	General Safety:
11.1	The correct PPE must always be worn. (Safety shoes, hardhat, Harnesses ropes, etc.)
11.2	People working on heights shall be certified. Certification shall be required.
11.3	All scaffolding and lifting tackle shall be certified and SANS approved.

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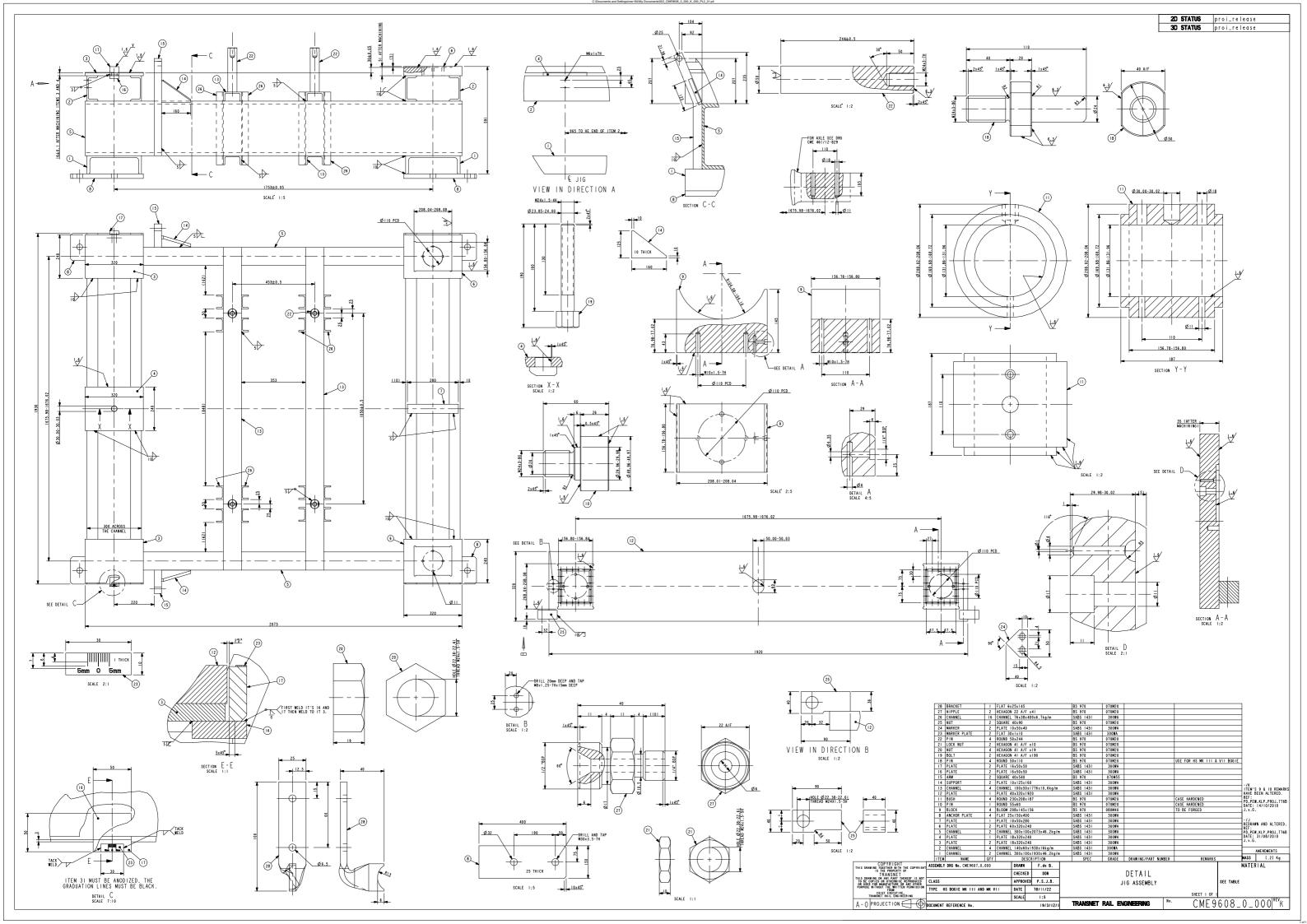


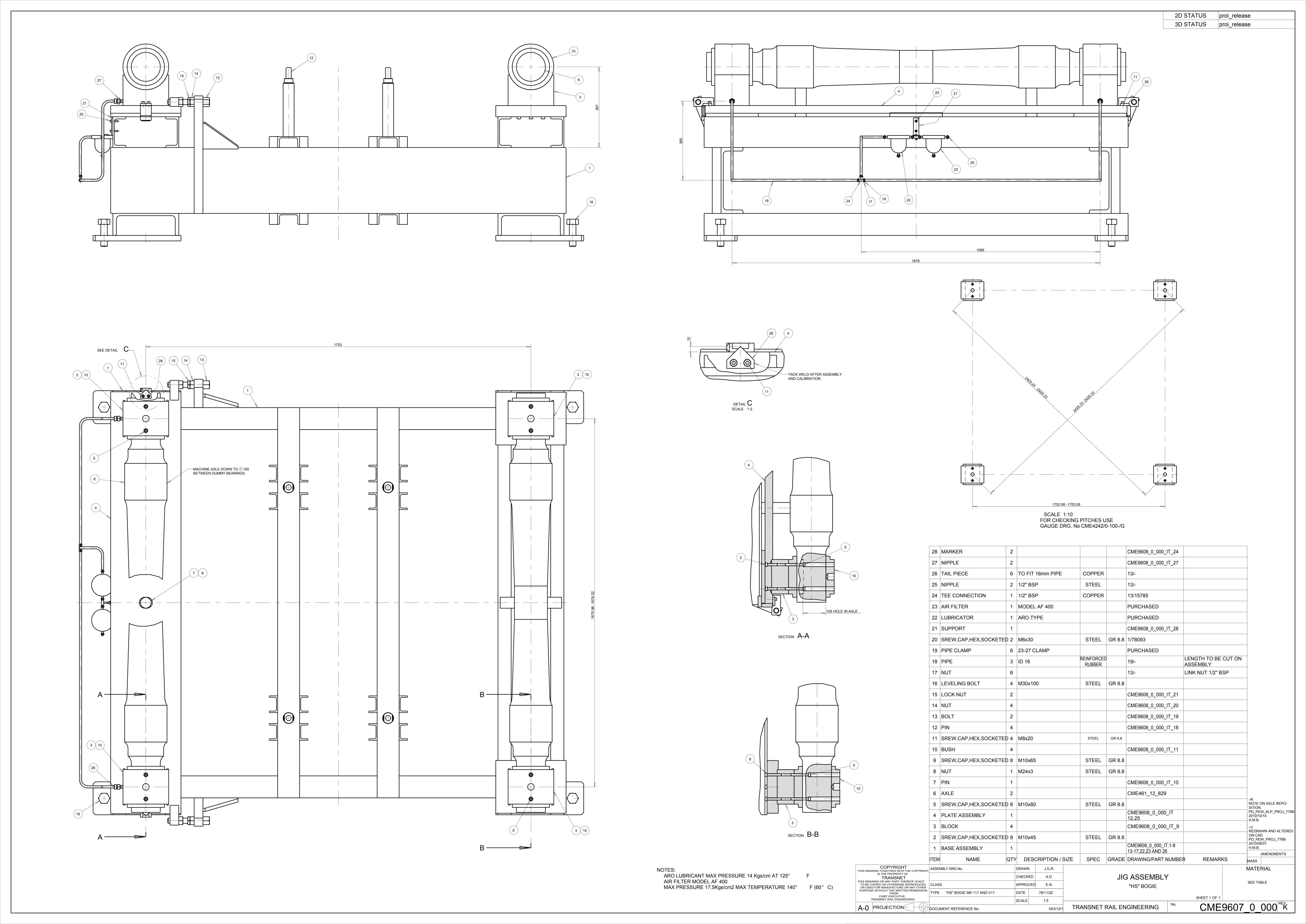


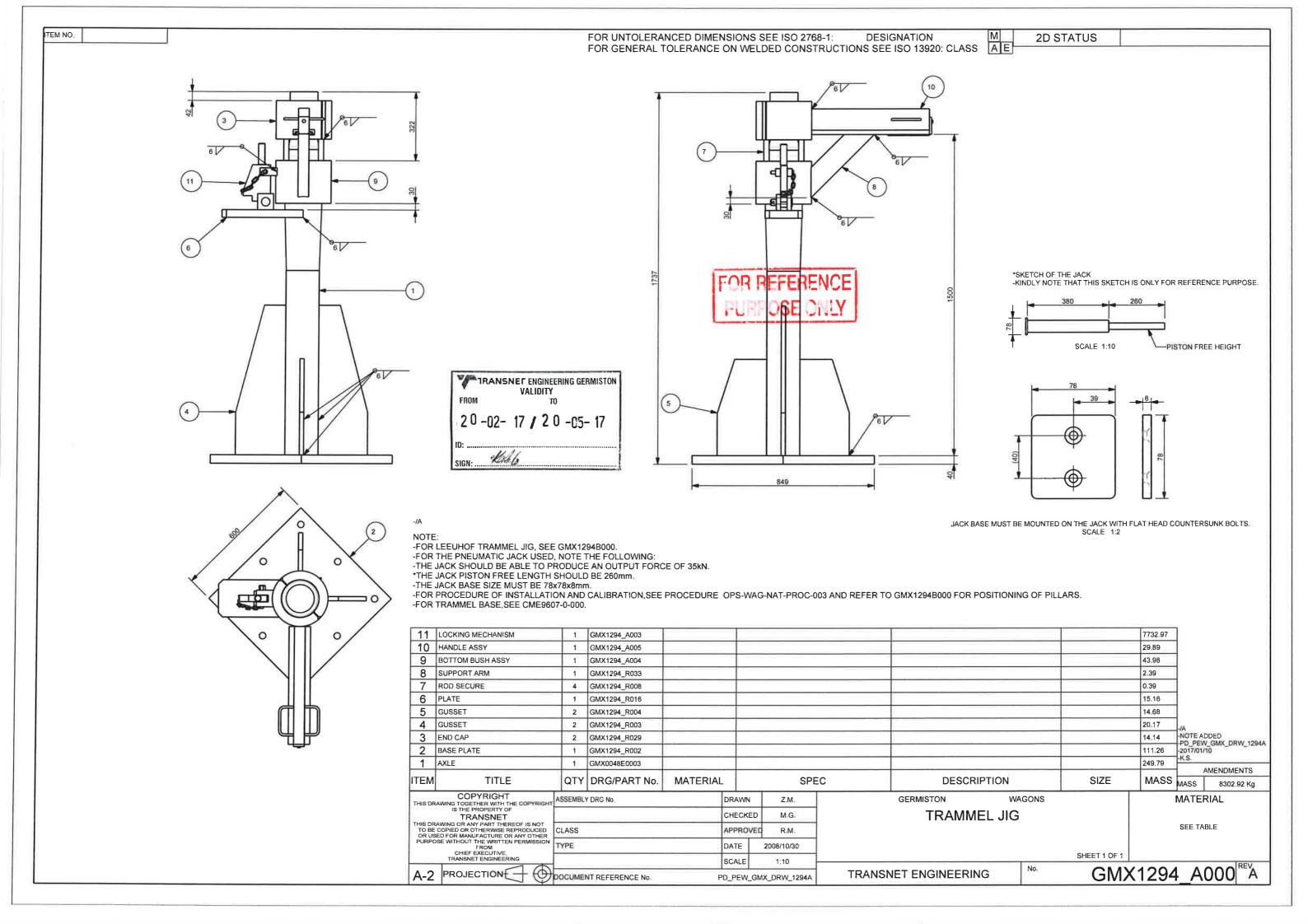
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ITEM NO.	REQUIREMENTS
11.4	The service provider is required to produce a Safety, Health and Environmental (SHE) File before any contractor shall be allowed to perform any work on Transnet Premises. These files shall be approved by the safety office of Transnet Engineering.
12.	Price Schedule:
12.1	Bidders to give a full price breakdown for the individual areas identifying all equipment that shall be supplied and work that they will perform.
13.	Handover and Commissioning:
13.1	The tenderer shall indicate the performance/s standard which the equipment will be subjected to.
13.2	Commissioning and testing of the newly installed Trammel jig shall be done by the service provider and a commissioning certificate shall be issued and be accepted by Transnet Engineering.
13.3	The service provider 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 service provider shall conduct a risk assessment as to identify anything that might hinder the installation of trammel jig.  Bidders are regarded as subject matter expert and assume full responsibility of the whole design and installation.
13.4	As this project is "Turn-Key" the successful tenderer is responsible for the design, installation, testing and commissioning of the trammel jig. The complete project team, local business, risk Department and PEMM responsible persons will participate in final commissioning.

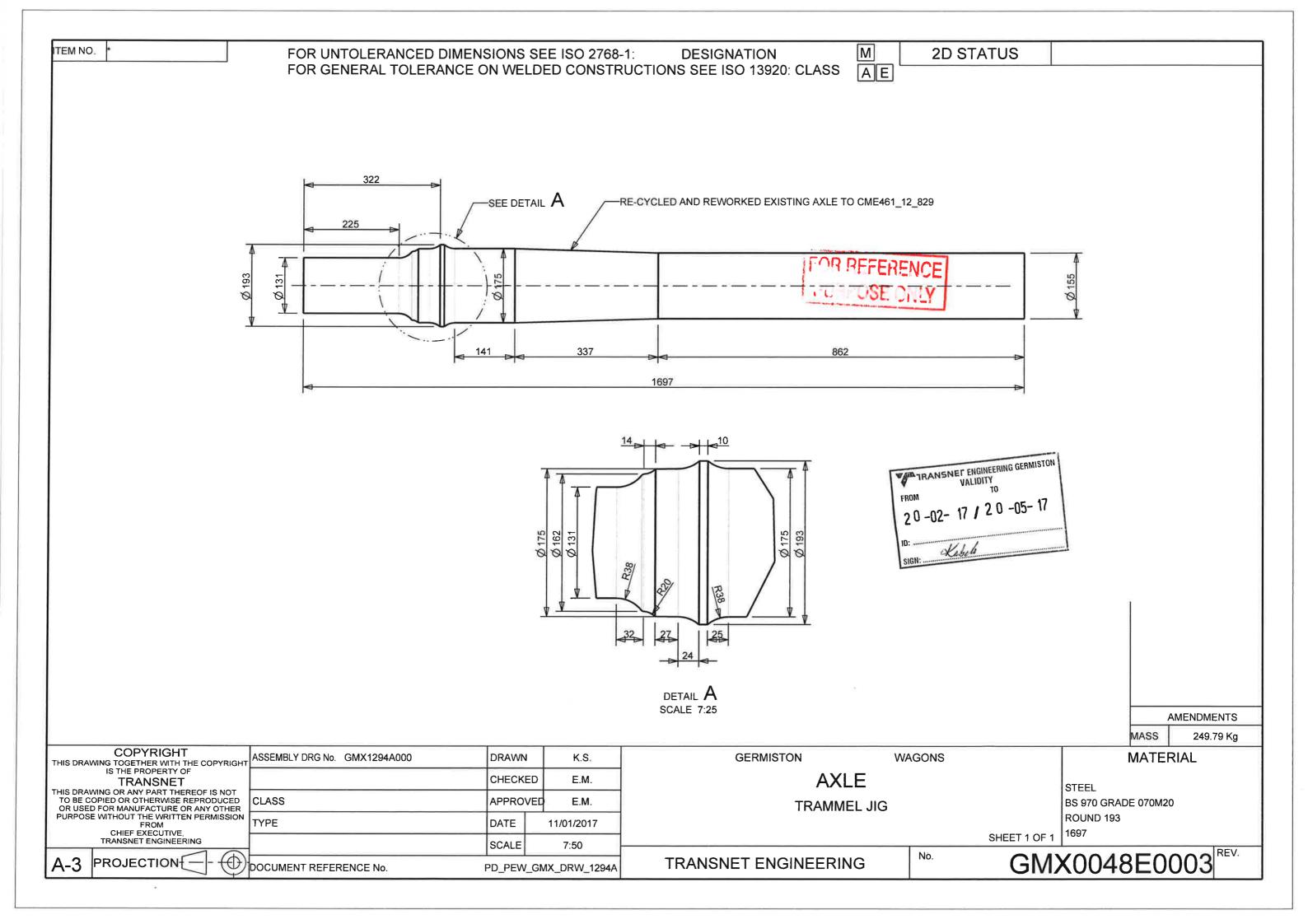
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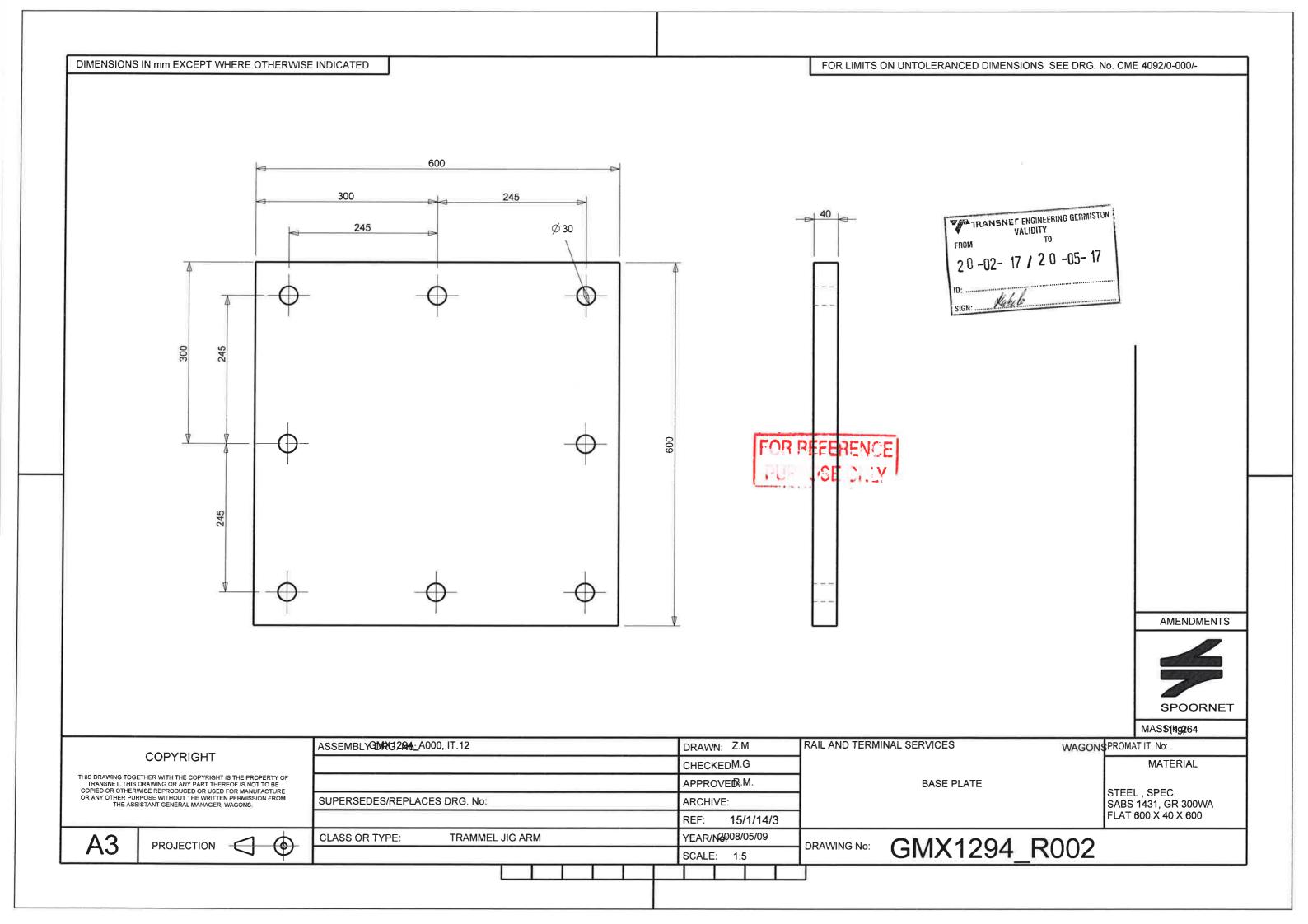
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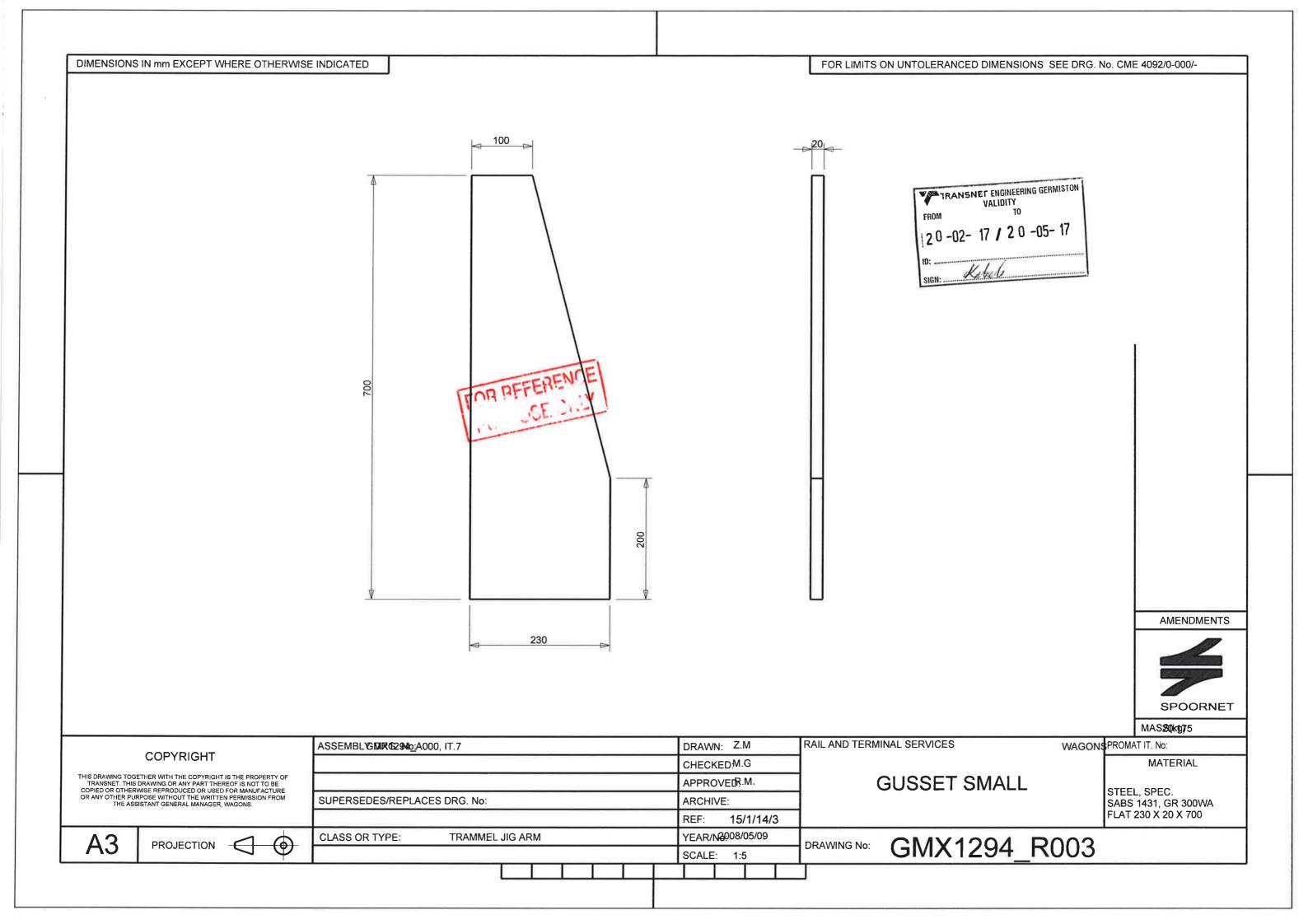


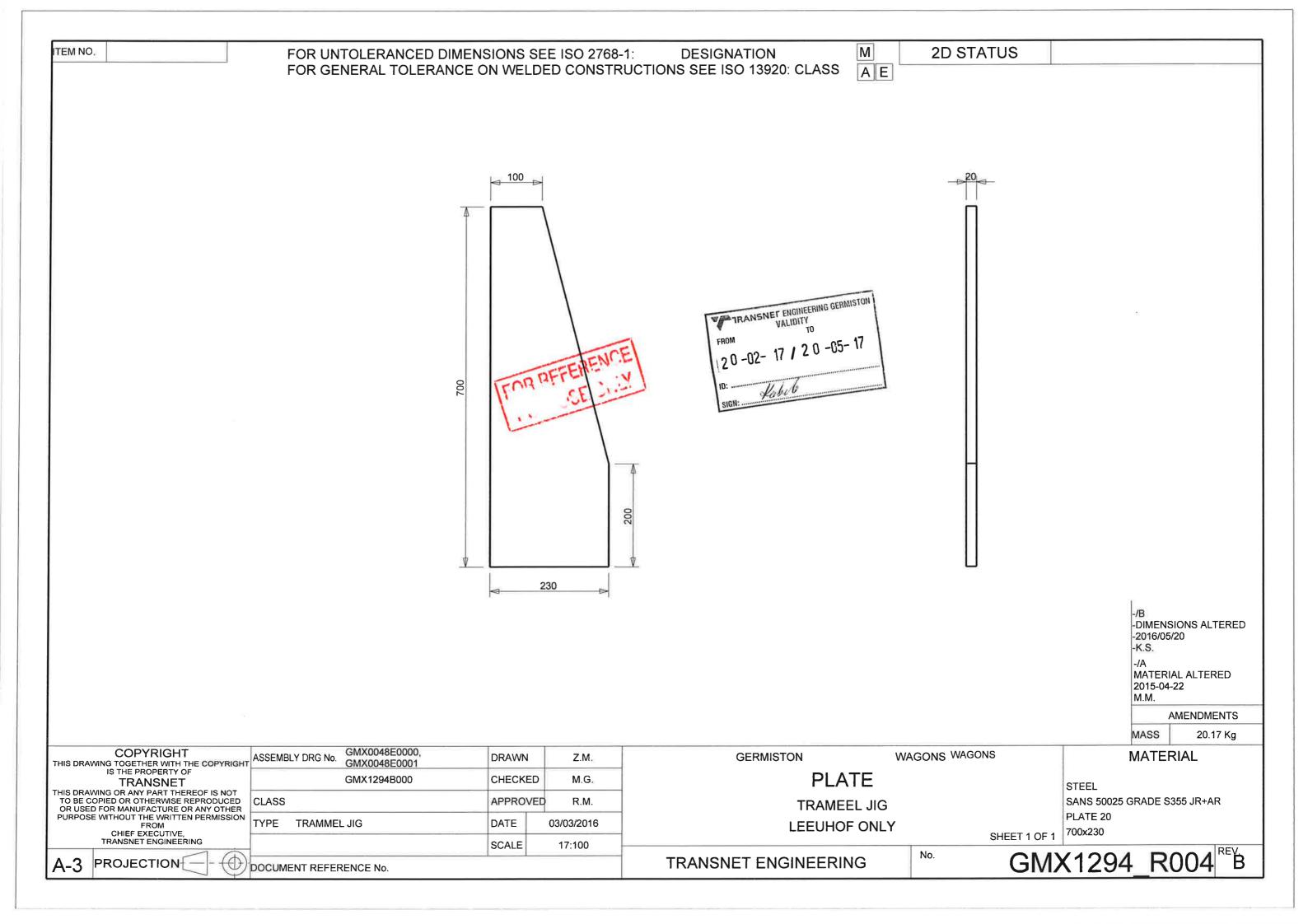






ITEM NO. M 2D STATUS WORK IN PROGRESS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** AE FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS 3D STATUS TRANSNET ENGINEERING GERMISTON
VALIDITY 20-02-17/20-05-17 173 20 ▶ 14 THREAD: M12x14 Ø 180 Ø 260 Ø 12(8 OFF) Ø 260 Ø 180 CHAMFER: 3x3 -DIMENSION ALTERED -2016/02/12 -K.S. \*1:DIMENSION Ø 208 TO FIT AS A TIGHT FIT ON DRAWING GMX1294\_B009. TEMPLET ALTERED 2015-04-22 M.M. **AMENDMENTS** MASS 27.06 Kg COPYRIGHT
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IS THE PROPERTY OF ASSEMBLY DRGMX0048E0000, GMX0048E0001 **MATERIAL WAGONS GERMISTON** DRAWN Z.M. **BUSH** M.G. CHECKED **TRANSNET** GMX1294B000 THIS DRAWING OR ANY PART THEREOF IS NOT TO BE COPIED OR OTHERWISE REPRODUCED OR USED FOR MANUFACTURE OR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION FROM CHIEF EXECUTIVE, TRANSNET ENGINEERING STEEL APPROVED R.M. BS 970 GR.070M20 **VERTICAL POST** ROUND 260 TRAMMEL JIG DATE 2008/10/30 LEEUHOF ONLY SHEET 1 OF 1 173 SCALE 2:5 GMX1294\_R029 REV TRANSNET ENGINEERING PROJECTION-DOCUMENT REFERENCE No.



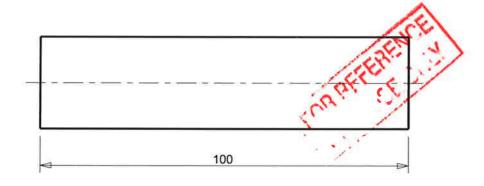


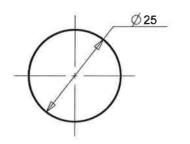
ITEM NO. M 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** AE FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS 350 330 263 TRANSNET ENGINEERING GERMISTON VALIDITY -DIMENSIONS ALTERED -2016-06-20 -K.S. -MATERIAL ALTERED -2015-04-22 **AMENDMENTS** MASS 13.74 Kg COPYRIGHT
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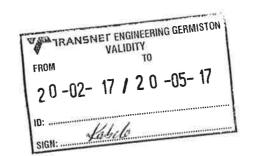
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TRANSNET ENGINEERING CLASS APPROVED R.M. SANS 50025 GRADE S355 JR+AR TRAMMEL JIG PLATE 36 TRAMMEL JIG DATE 03/03/2016 LEEUHOF ONLY 379x174 SHEET 1 OF 1 SCALE 3:10 GMX1294\_R016 REVB DOCUMENT REFERENCE No. TRANSNET ENGINEERING PROJECTION-

DIMENSIONS IN mm EXCEPT WHERE OTHERWISE INDICATED

FOR LIMITS ON UNTOLERANCED DIMENSIONS SEE DRG. No. CME 4092/0-000/-







**AMENDMENTS** 



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		APPROVEŒ.M.	٦
SUPERSEDES/REPLAC	ES DRG. No:	ARCHIVE:	٦
		REF: 15/1/14/3	٦
CLASS OR TYPE:	TRAMMEL JIG ARM	YEAR/No2008/05/09	T
		SCALE: 1:1	7

ı	RAIL AND	IERMINAL	SERVICES
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ROD SECURE

WAGONS PROMAT IT. No:

MATERIAL

STEEL, SPEC. BS970, GR. 070M20 25 X 100

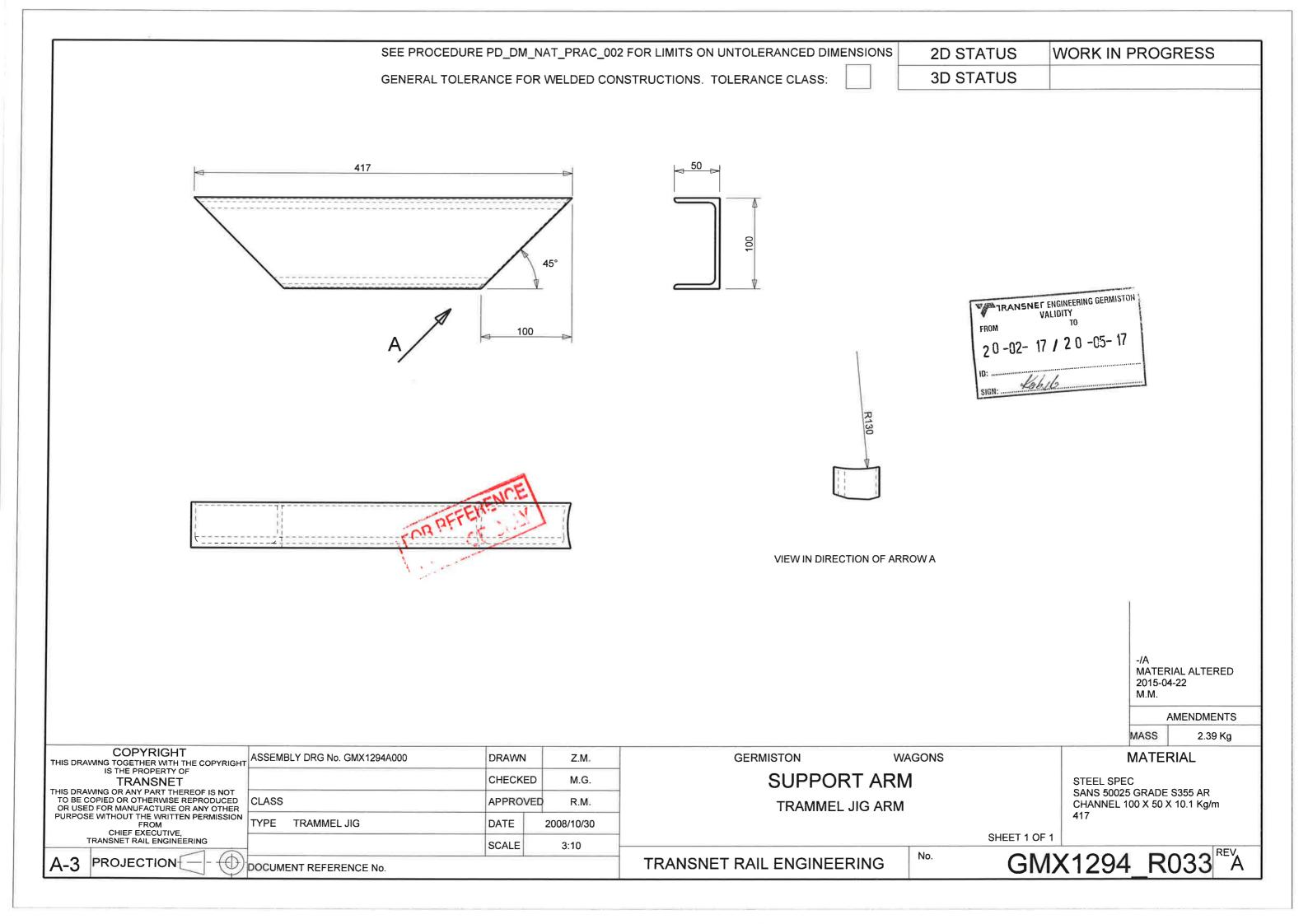
**A3** 

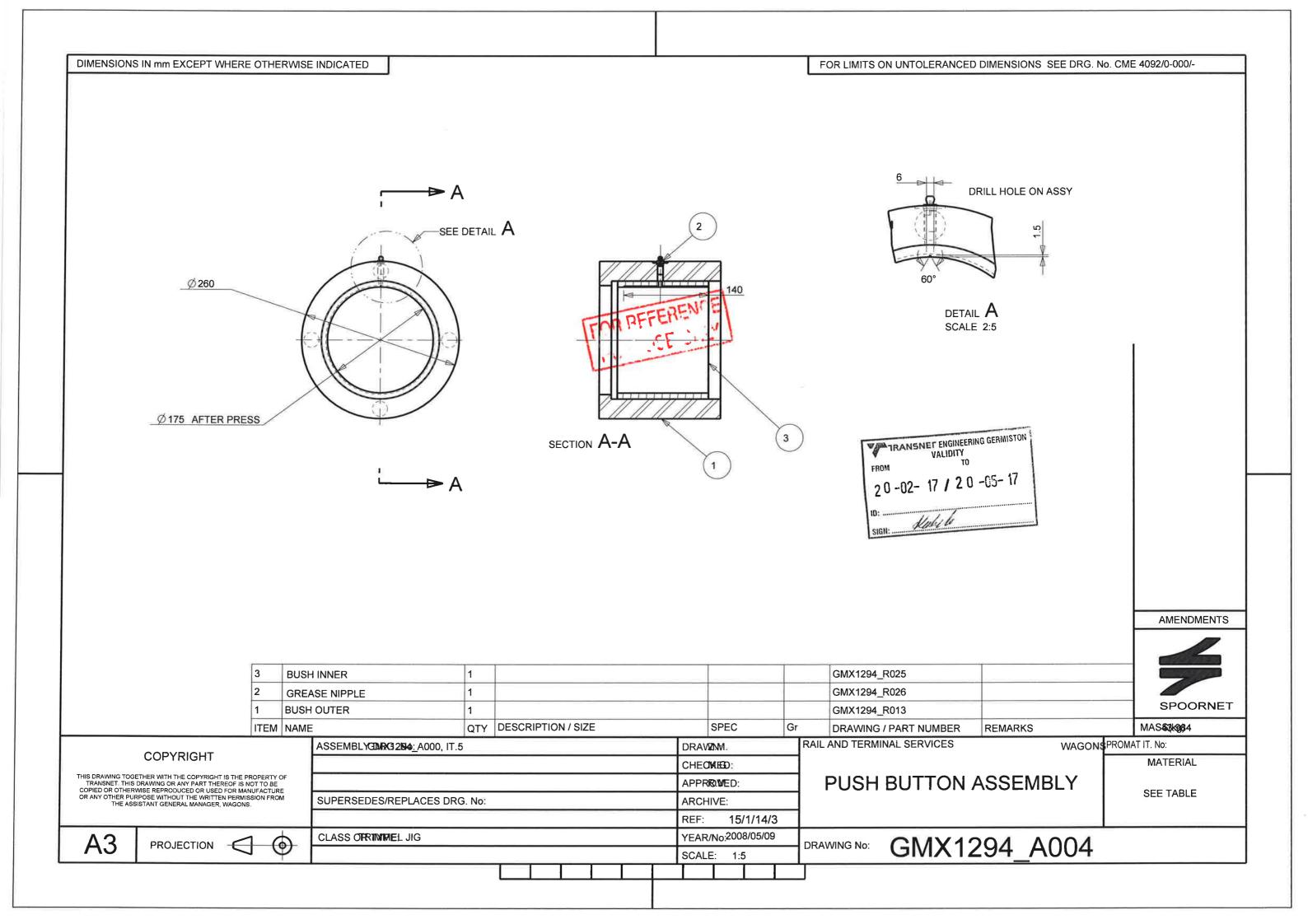
PROJECTION -



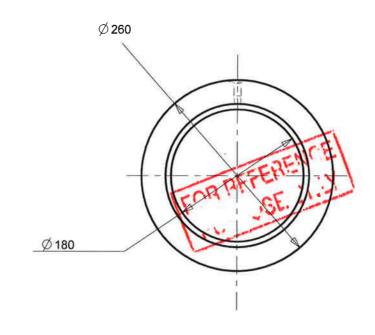
DRAWING No:

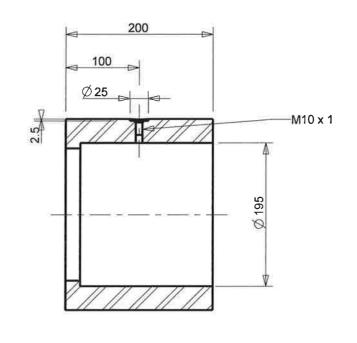
GMX1294\_R008



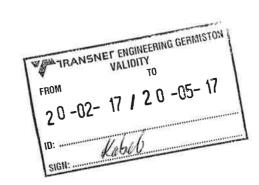


DIMENSIONS IN mm EXCEPT WHERE OTHERWISE INDICATED FOR LIMITS ON UNTOLERANCED DIMENSIONS SEE DRG. No. CME 4092/0-000/-









**AMENDMENTS** 



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PROJECTION -

ASSEMBLY@MRG2846:A004, IT.3	DRAWN: Z.M
	CHECKEDM.G
	APPROVE®:M.
SUPERSEDES/REPLACES DRG. No:	ARCHIVE:
	REF: 15/1/14/3
CLASS OR TYPE: TRAMMEL JIG ARM	YEAR/N2008/05/09
	SCALE: 1:5

RAIL AND TERMINAL SERVICES

**BUSH OUTER** 

WAGONS PROMAT IT. No: MATERIAL

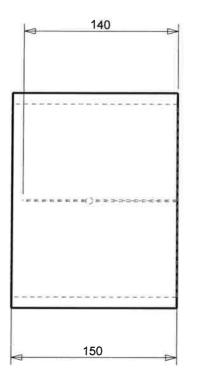
STEEL, SPEC. BS970, GR.070M20 260 X 200

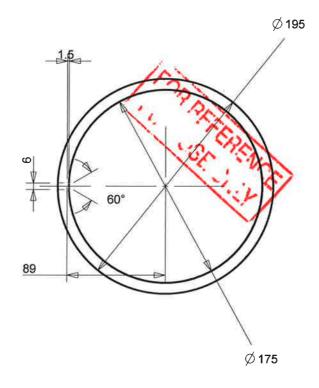
DRAWING No:

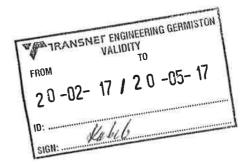
GMX1294\_R013

DIMENSIONS IN mm EXCEPT WHERE OTHERWISE INDICATED

FOR LIMITS ON UNTOLERANCED DIMENSIONS SEE DRG. No. CME 4092/0-000/-







AMENDMENTS



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**A3** 

PROJECTION (

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	CHECKEDM.G	7
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SUPERSEDES/REPLACES DRG. No:	ARCHIVE:	]
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CLASS OR TYPE: TRAMMEL JIG ARM	YEAR/N&008/05/09	J,
	SCALE: 3:10	٦,

RAIL AND TERMINAL SERVICES

**BUSH INNER** 

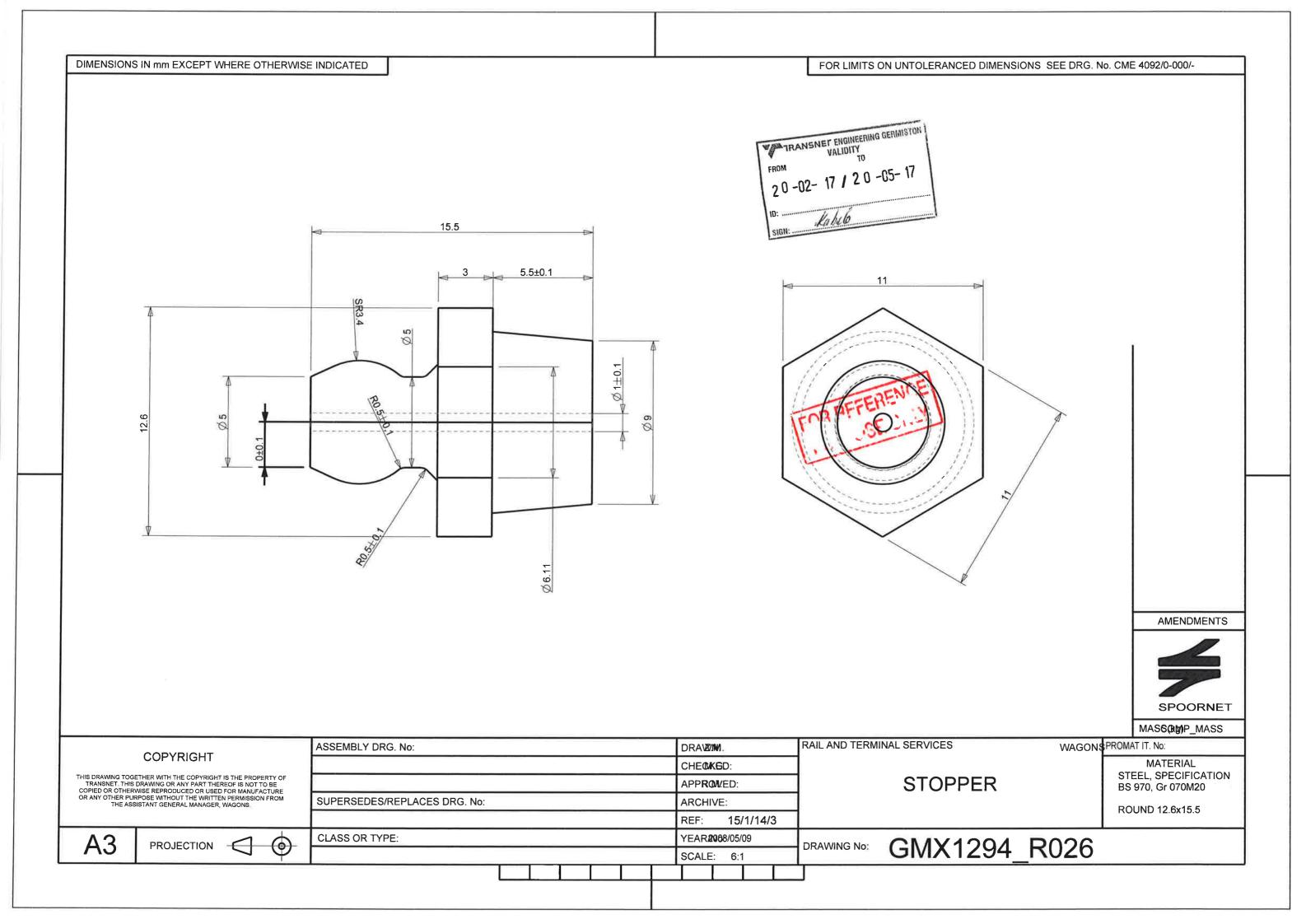
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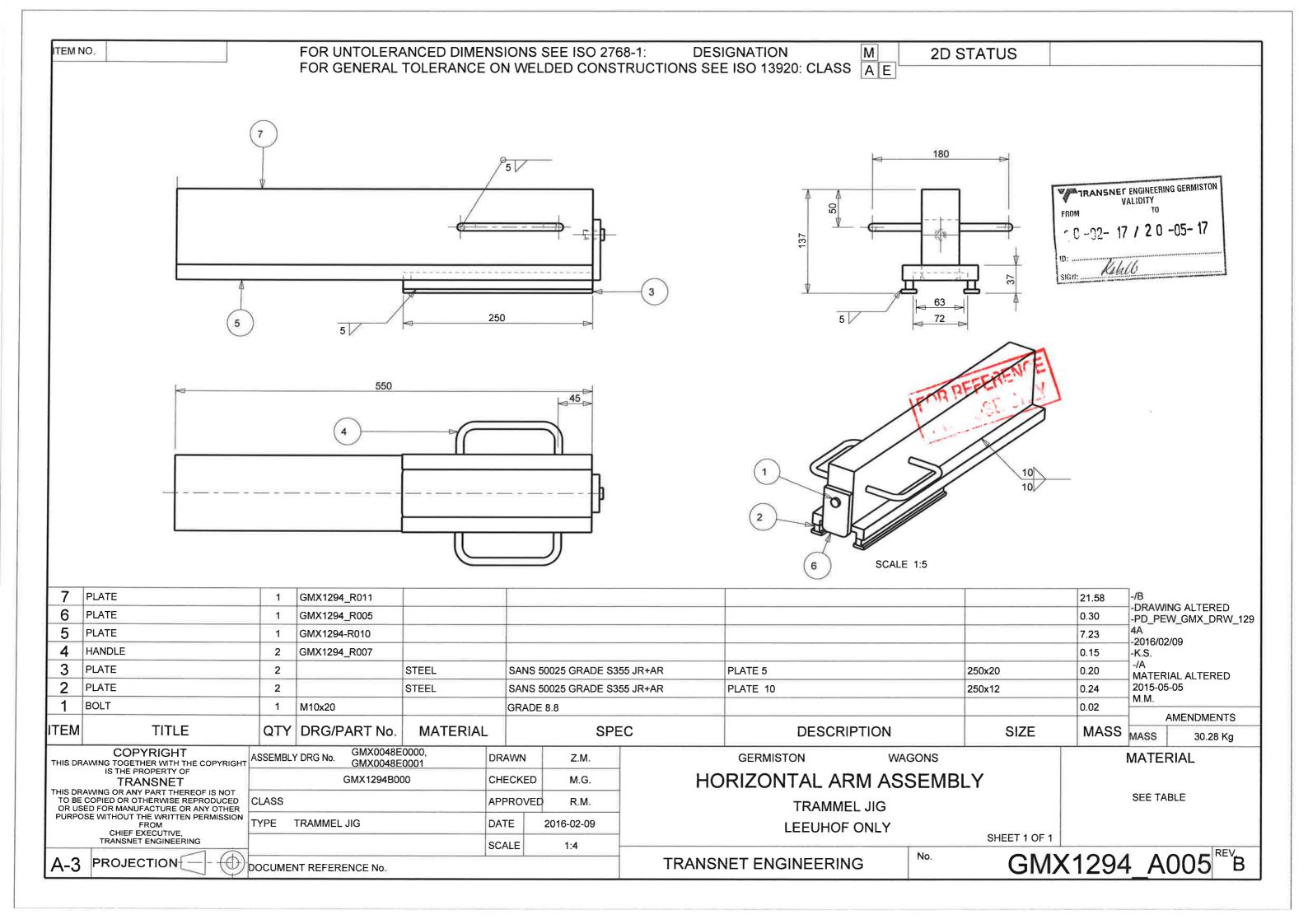
MATERIAL

STEEL, SPEC. CAST STEEL 195 X 150

DRAWING No:

GMX1294\_R025



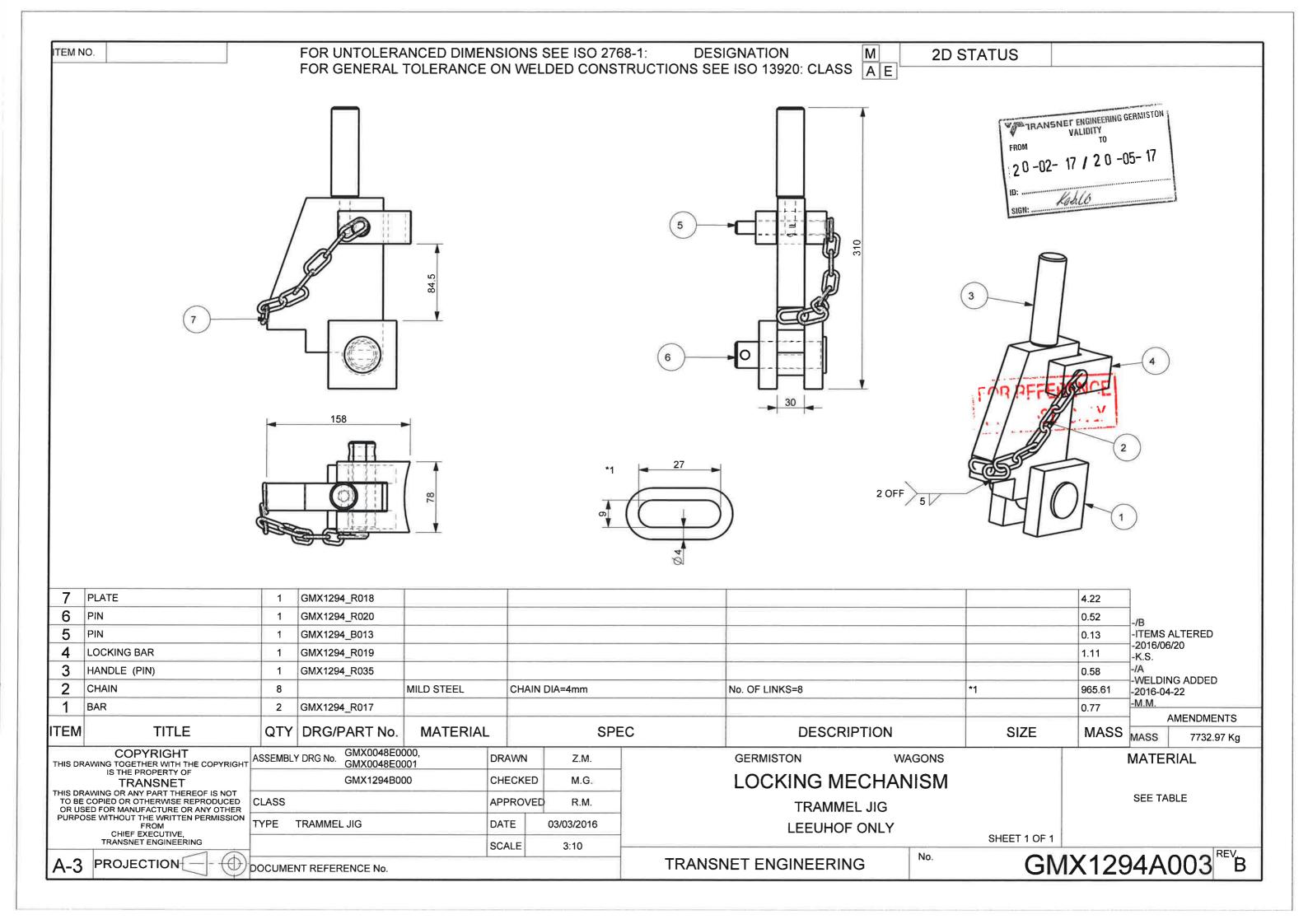


ITEM NO	D.	FOR UNTOLERANCED DIMEN	ISIONS SE	EE ISO 2768	-1: DESIGNATION	M	2D STATUS		
		FOR GENERAL TOLERANCE	ON WELD	ED CONSTR	RUCTIONS SEE ISO 13920: CLASS	AE			
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									2015-04-22 M.M.
									AMENDMENTS
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THIS DRAW	COPYRIGHT WING TOGETHER WITH THE COPYRI IS THE PROPERTY OF	ASSEMBLY DRG No. GMX1294_A005	DRAWN	Z.M.	GERMISTON		WAGONS	M	IATERIAL
	TRANSNET		CHECKED	M.G.	PLA	TE		STEEL SPEC	
TO BE C	WING OR ANY PART THEREOF IS NO OPIED OR OTHERWISE REPRODUCE D FOR MANUFACTURE OR ANY OTH	CLASS	APPROVED	R.M.	HORIZONT	AL ARM		PLATE 10	GRADE S355 AR +JR
PURPOS	E WITHOUT THE WRITTEN PERMISS FROM CHIEF EXECUTIVE,	TYPE TRAMMEL JIG	DATE	2008/10/30	LEEUHOF	ONLY	SHEET 1 OF 1	80 X 50	
Λ 2	TRANSNET ENGINEERING	DOCUMENT REFERENCE No.	SCALE	1:1	TRANSNET ENGINEERIN	IC.			R005 REVA
A-3	I KOJECHON - TO	DOCUMENT REFERENCE No.			I MANONET ENGINEERII	NG	GIVI	ヘ   ∠ 54_	

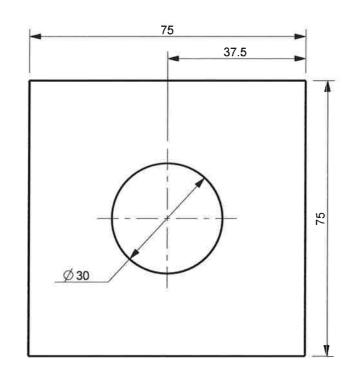
ITEM NO. WORK IN PROGRESS M 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** AE FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS 3D STATUS 130 TRANSNET ENGINEERING GERMISTON VALIDITY MATERIAL ALTERED 2015-05-05 M.M. **AMENDMENTS** MASS 0.15 Kg COPYRIGHT
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FROM
CHIEF EXECUTIVE,
TRANSNET ENGINEERING STEEL SPEC BS 970 GR. 070M20 CLASS APPROVED R.M. HORIZONTAL ARM ROUND 10 TRAMMEL JIG 2008/10/30 DATE LEEUHOF ONLY SHEET 1 OF 1 SCALE 1:1 GMX1294\_R007 REVA TRANSNET ENGINEERING PROJECTION DOCUMENT REFERENCE No.

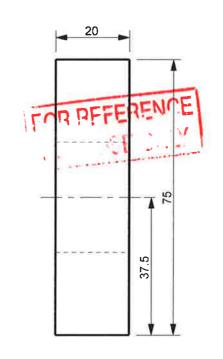
ITEM NO. 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS 550 250 TRANSNET ENGINEERING GERMISTON VALIDITY **AMENDMENTS** MASS 7.23 Kg COPYRIGHT
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FROM
CHIEF EXECUTIVE,
TRANSNET ENGINEERING CLASS APPROVED E.M. HORIZONTAL ARM SANS 50025 GRADE S355 JR+AR PLATE 20 TYPE TRAMMEL JIG DATE 09/02/2016 LEEUHOF ONLY SHEET 1 OF 1 550x100 SCALE 3:10 GMX1294\_R010 REV TRANSNET ENGINEERING PROJECTION DOCUMENT REFERENCE No.

ITEM NO. FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: 2D STATUS **DESIGNATION** FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS AE TRANSMET ENGINEERING GERMISTON VALIDITY 550 **AMENDMENTS** MASS 21.58 Kg COPYRIGHT **MATERIAL** ASSEMBLY DRG No. GMX1294\_A005 DRAWN Z.M. GERMISTON **WAGONS** THIS DRAWING TOGETHER WITH THE COPYRIGHT IS THE PROPERTY OF **PLATE** CHECKED M.G. **TRANSNET** TRANSNE I
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FROM
CHIEF EXECUTIVE,
TRANSNET ENGINEERING STEEL CLASS APPROVED R.M. **VERTICAL POST** SANS 50025 GRADE S355 JR+AR PLATE 50 TYPE TRAMMEL JIG DATE 09/02/2016 LEEUHOF ONLY 500x100 SHEET 1 OF 1 SCALE 3:10 GMX1294\_R011 REV. No. DOCUMENT REFERENCE No. TRANSNET ENGINEERING PROJECTION



M ITEM NO. 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS AE





TRANSNET ENGINEERING GERMISTON VALIDITY

**AMENDMENTS** 

MASS 0.77 Kg

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ASSEMBLY DRG No.	DRAWN	Z.M.	
	CHECKED	M.G.	
CLASS	APPROVE	R.M.	
TYPE TRAMMEL JIG	DATE	03/03/2016	
	SCALE	1:1	

**GERMISTON** 

**WAGONS** 

LOCKING MECHANISM LEEUHOF ONLY

**BAR** 

**MATERIAL** 

SANS 50025 GRADE S355 JR+AR PLATE 20

SHEET 1 OF 1

A-3 PROJECTION

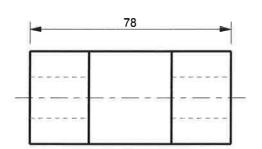
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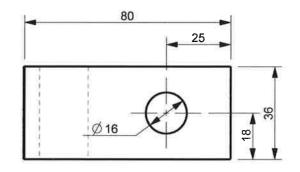
TRANSNET ENGINEERING

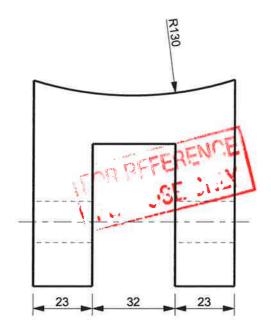
GMX1294R017

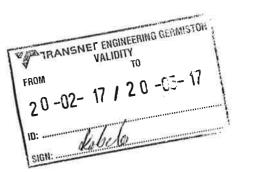
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	WING TOGETHER WITH THE COPYRIGHT IS THE PROPERTY OF TRANSNET		CHECKED	M.G.	HANDLE	(PIN)		STEEL	
TO BE C	WING OR ANY PART THEREOF IS NOT COPIED OR OTHERWISE REPRODUCED D FOR MANUFACTURE OR ANY OTHER	CLASS	APPROVED	R.M.	LOCKING ME			BS 970 GRADE 070	M20
PURPOS	E WITHOUT THE WRITTEN PERMISSION FROM CHIEF EXECUTIVE,	TYPE TRAMMEL JIG	DATE	03/03/2016	LEEUHOI			ROUND 30 130	
	TRANSNET ENGINEERING		SCALE	1:1			SHEET 1 OF 1		REV.
A-3	PROJECTION (	DOCUMENT REFERENCE No.			TRANSNET ENGINEERIN	1G	∣ <sup>™</sup> GM2	X1294 F	<b>KU35</b>

ITEM NO. M 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS AE









**AMENDMENTS** 

MASS 1.11 Kg

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FROM
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TRANSNET ENGINEERING

ASSEMBLY DRG No.	DRAWN	Z.M.	
	CHECKED	M.G.	
CLASS	APPROVED	D R.M.	
TYPE TRAMMEL JIG	DATE	03/03/2016	
	SCALE	7:10	

**GERMISTON** 

**WAGONS** 

**LOCKING BAR** 

LOCKING MECHANISM LEEUHOF ONLY

**MATERIAL** 

SANS 50025 GRADE S355 JR+AR PLATE 65

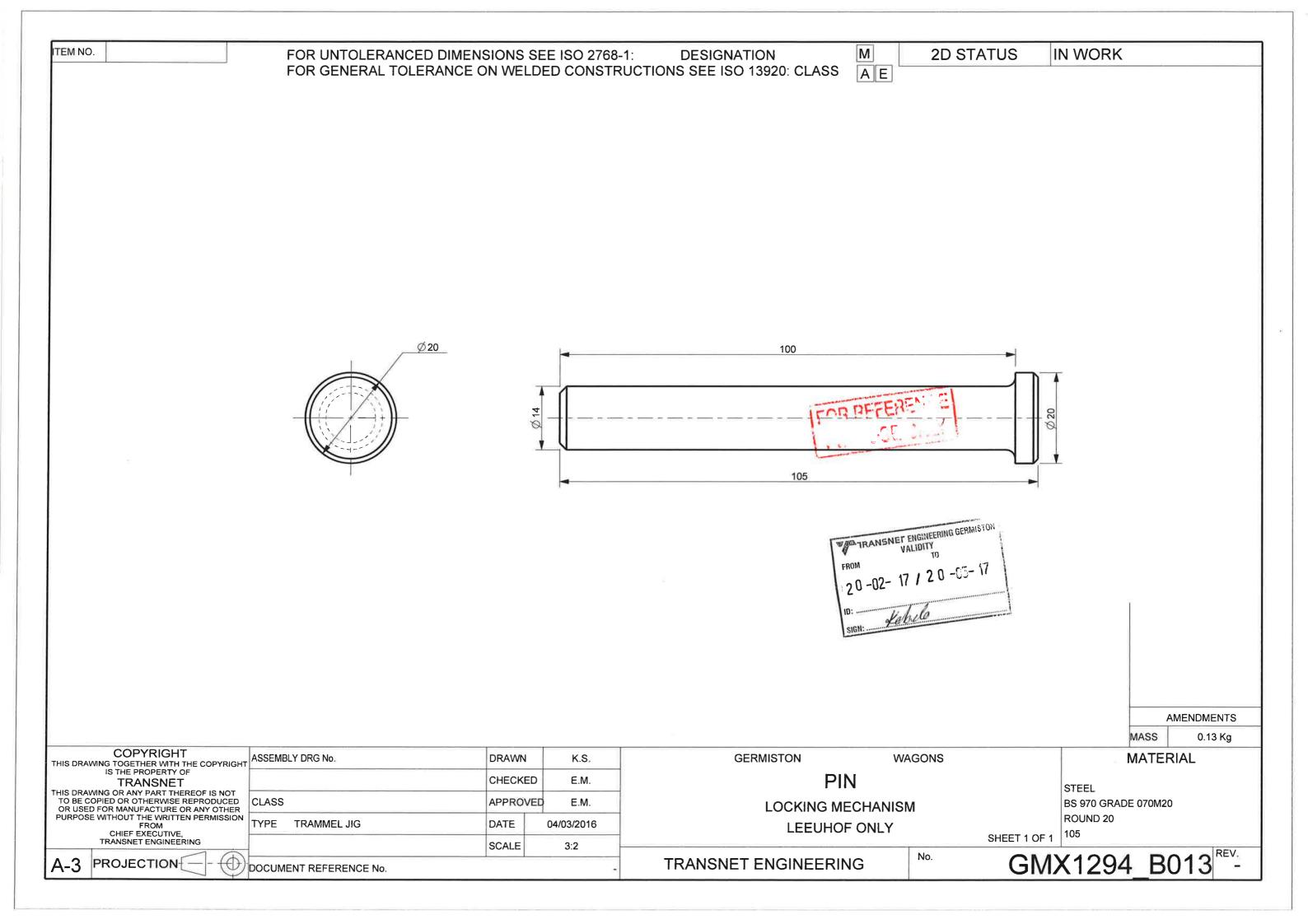
SHEET 1 OF 1 80x78

PROJECTION

DOCUMENT REFERENCE No.

TRANSNET ENGINEERING

GMX1294\_R019 REV.



ITEM NO		FOR UNTOLERANCED DIMEN	SIONS S	FE ISO 2768-	1: DESIGNATION M	2D STATUS	
1/1/2022/2011					UCTIONS SEE ISO 13920: CLASS A E	2D 01A100	
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							AMENDMENTS
	COPYRIGHT	T	1				MASS 0.52 Kg
THIS DRA	VING TOGETHER WITH THE COPYRIGHT IS THE PROPERTY OF	ASSEMBLY DRG No.	DRAWN	Z.M.		AGONS	MATERIAL
THIS DRAN	TRANSNET WING OR ANY PART THEREOF IS NOT		CHECKED	+	PIN		STEEL
TO BE C	OPIED OR OTHERWISE REPRODUCED OFOR MANUFACTURE OR ANY OTHER E WITHOUT THE WRITTEN PERMISSION	CLASS	APPROVE	1	LOCKING MECHANISI	M	BS 970 GRADE 070M20 ROUND 40
	FROM CHIEF EXECUTIVE, TRANSNET ENGINEERING	TYPE TRAMMEL JIG	DATE	03/03/2016	LEEUHOF ONLY	SHEET 1 OF 1	400
A-3	DDG IFOTION (	DOCUMENT REFERENCE No.	SCALE	6:5	TRANSNET ENGINEERING		X1294_R020 REV.

ITEM NO. M 2D STATUS FOR UNTOLERANCED DIMENSIONS SEE ISO 2768-1: **DESIGNATION** FOR GENERAL TOLERANCE ON WELDED CONSTRUCTIONS SEE ISO 13920: CLASS AE 25 -THREAD: M12x40 TRANSNET ENGINEERING GERMISTON VALIDITY 25 22.5 Ø 30 42.5 42.5 **AMENDMENTS** MASS 4.22 Kg COPYRIGHT
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ASSEMBLY DRG No.	DRAWN	Z.M.
	CHECKED	M.G.
CLASS	APPROVE	R.M.
TYPE TRAMMEL JIG	DATE	03/03/2016
	SCALE	1:2
DOCUMENT REFERENCE NO		

LOCKING MECHANISM LEEUHOF ONLY

STEEL SANS 50025 GRADE S355 JR+AR PLATE 30 195x128

SHEET 1 OF 1

GMX1294\_R018

PROJECTION

DOCUMENT REFERENCE No.

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