

**Transnet Engineering**an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)****FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING**

<b>RFQ NUMBER</b>	<b>: TE/2025/03/0006/92097/RFQ</b>
<b>ISSUE DATE</b>	<b>: 24 APRIL 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: 05 MAY 2025 (SKOONKAAI)</b> <b>06 MAY 2025 (VRYHEID)</b> <b>07 MAY 2025 (ERMELO)</b> <b>08 MAY 2025 (CAPITAL PARK &amp; PYRAMID)</b> <b>09 MAY 2025 (THABAZIMBI)</b>
<b>CLOSING DATE</b>	<b>: 23 MAY 2025</b>
<b>CLOSING TIME</b>	<b>: 11H00 AM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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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].

<b>DESCRIPTION</b>	<b>FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted as follows:</p> <p>05 MAY 2025 (SKOONKAAI: 10am)</p> <p>06 MAY 2025 (VRYHEID: 11am)</p> <p>07 MAY 2025 (ERMELO):10am</p> <p>08 MAY 2025 (CAPITAL PARK:10am &amp; PYRAMID: 1pm)</p> <p>09 MAY 2025 (THABAZIMBI:11am)</p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p><b>A Compulsory site visit/walk will take place as listed below:</b></p> <p>05 MAY 2025 (SKOONKAAI: 10am)</p> <p>06 MAY 2025 (VRYHEID: 11am)</p> <p>07 MAY 2025 (ERMELO):10am</p> <p>08 MAY 2025 (CAPITAL PARK:10am &amp; PYRAMID: 1pm)</p> <p>09 MAY 2025 (THABAZIMBI:11am)</p> <p><b>Tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo 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> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p>
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	<b>Tenderers failing to attend the compulsory tender briefing &amp; site walks will be disqualified.</b>
<b>CLOSING DATE</b>	<b>11:00 AM on (23 MAY 2025)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 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 confidential details pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than those shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

Tenderers are hereby advised that Transnet is not committed to any course of action because of its issuance of this Tender and/or its receipt of a tender offer. Please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender.
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable.
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after the conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract.
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date.

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so.
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s).
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who have 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 T2.2-16, **[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 whether 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 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 the Tenderer is awarded a contract.

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

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key

supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>.

Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

Transnet urges its clients, suppliers, and the public.

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)



## T1.2 TENDER DATA

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

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

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

## T2.2 Returnable schedules

**Part C: The contract**

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Activity Schedules
Part C3: Scope of work	C3.1 Works Information

C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Lesley Mtungwa
	Address:	Lesley.mtungwa@transnet.net
	Tel No.	031 361 4355
	E – mail	lesley.mtungwa@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	

**1. Stage One - Eligibility with regard to attendance at the compulsory clarification meeting:**

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

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

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3CE 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 **3CE or HIGHER** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

***Any tender 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 **80 points**.

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

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

Category	Criteria	Weighting	Scoring Methodology (Based on Weight)	Evidence
1.	<b>T2.2-03 COMPANY PREVIOUS EXPERIENCE</b>	15 Points	No information provided, or submission of no substance/ irrelevant information provided = 0 Points.	The experience of the tendering entity or joint venture partners in the case of an incorporated joint venture or consortium.  Tenderers should provide a fully signed completion certificate/reference letter of a similar nature within the past 10 years.
			To have successfully completed 2 projects of a similar nature within the past 10 years = 05 Points.	
			To have successfully completed 3 projects of a similar nature within the past 10 years = 07 Points.	
			To have successfully completed 4 projects of a similar nature within the past 10 years = 10 Points.	
			To have successfully completed 5 or more projects of a similar nature within the past 10 years = 15 Points.	



2.	<b>T2.2-04 PROJECT ORGANOGRAM</b>	15 Points	No submission or submission of no substance/ irrelevant information is provided = 0 Points.	<p>Critical information required in organogram for successful execution as follows:</p> <p>Inclusion of key personnel, adequate site execution structure.</p> <p>2.1. Professional Mechanical Engineer (ECSA accredited).</p> <p>2.2. Professional Civil/Structural Engineer (ECSA accredited).</p> <p>2.3. Installation Electrician according to OHS Act 85 of 1993 with supporting documents (Registration with Department of Labour, Installation electrician certification).</p> <p><b>NB:</b> if any of the above key personnel are not submitted/indicated will result a zero score</p>
			Project organogram submitted but does not provide a clear allocation of tasks and responsibilities for the execution of the project. = 05 Points	
			The organization chart is complete and detailed, and there is a clear allocation of tasks and responsibilities for the execution of the project. = 15 Points.	
3.	<b>T2.2-05 EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL</b>  <b>Civil/Structural Engineer</b>  <b>Note:</b> Professional Registration (ECSA Registration) Required	15 Points	<p>Numbers of Years Experience of Key Personnel</p> <p>a) 0 years of experience or no submission = 0 points</p> <p>b) 1 to 8 years of experience = 05 points</p> <p>c) From 8 to 10 years of experience = 10 points</p> <p>d) Above 10 years of experience = 15 points</p>	<p>Minimum Qualification Required</p> <p>BSc Eng. Or BEng. Or BTech, N Dip</p> <p>A valid Professional Registration (ECSA Certificate is Required)</p> <p>Pr. Eng. Or Pr. Tech. Eng.</p> <p><b>NB:</b> if any of the above documentation is not submitted it will result in a zero score</p>



	<b>Mechanical Engineer</b>  <b>Note:</b> Professional Registration (ECSA Registration) Required	10 Points	Numbers of Years Experience of Key Personnel  e) 0 years of experience or no submission = 0 points f) 1 to 8 years of experience = 05 points g) From 8 to 10 years of experience = 07 points Above 10 years of experience = 10 points	Minimum Qualification Required  BSc Eng. Or BEng. Or BTech, N Dip  A valid Professional Registration (ECSA Certificate is Required)  Pr. Eng. Or Pr. Tech. Eng.  <b>NB:</b> if any of the above documentation is not submitted it will result in a zero score
	<b>Electrician</b>	10 Points	Numbers of Years Experience of Key Personnel  e) 0 years of experience or no submission = 0 points f) 1 to 8 years of experience = 05 points g) From 8 to 10 years of experience = 07 points Above 10 years of experience = 10 points	Minimum Qualification Required  BSc Eng. Or BEng. Or BTech, N Dip  Installation Electrician according to OHS Act 85 of 1993 with supporting documents (Registration with Department of Labour, Installation electrician certification).
	<b>Health and Safety Officer</b>	10 Points	Numbers of Years Experience of Key Personnel  e) 0 years of experience or no submission = 0 points f) 1 to 8 years of experience = 05 points g) From 8 to 10 years of experience = 07 points Above 10 years of experience = 10 points	Minimum Qualification Required  NOSA, N. Dip, BTech or B Deg in Occupational Health & Safety  Number of years of experience (CV's)  <b>NB:</b> if any of the above documentation is not submitted it will result in a zero score
<b>4.</b>	<b>T2.2-05 PROJECT SCHEDULE WITH TIMELINES</b>	10 Points	No information provided, or submission of no substance/irrelevant information provided. = 0 Points	Detailed Project Programme/Plan and or Gant Chat is to be submitted. The following information is required as a

			Project Schedule with timelines above 3 months/66 working days = 05 points	minimum on a project schedule submitted for evaluation: •Procurement of materials •Kick off/Handover meeting. •Health & Safety •Design •Establishment of site •Site clearance Earthwork, Excavations, Concrete works •Steel works •Testing & commissioning and handing over site to client. The Project with timelines must clearly support and demonstrate alignment to the scope of works.
			Project schedule with timelines less than 3 months/66 working days. = 10 points	
<b>5.</b>	<b>T2.2-06 METHODOLOGY</b>	<b>15 Points</b>	No information provided /The tenderer has misunderstood/missing certain aspects of the Scope of Work = 0 Points	Detailed Project Methodology is to be submitted. The following deliverables is required as a minimum requirement to this methodology: •Procurement of materials •Kick off/Handover meeting. •Health & Safety •Design •Establishment of site •Site clearance •Earthworks, Excavations, Concrete works •Steel works •Testing & commissioning and handing over site to client. The Project with timelines must clearly support and demonstrate alignment to the Methodology as contained in T2.2-06 List of deliverables.
			The tenderer must submit the methodology document which detailed on how they will execute this work as per scope of works. <ul style="list-style-type: none"><li>• Methodology = 5 Points</li><li>• Execution plan = 5 Points</li><li>• Quality assurance plan = 5 Points</li></ul>	
<b>Total</b>		<b>100 Points</b>		
<b>Threshold</b>		<b>80 Points</b>		

- 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 too, 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 authorized representative.

- C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

- |                         |  |
|-------------------------|--|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: <b>(insert company name)</b></li> <li>▪ Contact person and details: <b>(insert details)</b></li> <li>▪ The Tender Number:</li> <li>▪ The Tender Description</li> </ul> |
|-------------------------|--|

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: **11:00AM** on the **23 MAY 2025**



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

### **NO LATE TENDERS WILL BE ACCEPTED**

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

- C The tenderer is required to submit with his tender:
- .2.23
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 an affidavit confirming annual turnover and level of Black ownership, in line with the code of good practice, together with the tender.
  3. A valid CIDB certificate in the correct designated grading.
  4. Proof of registration on the Central Supplier Database.
  5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

**Only those tenderers who attain the minimum number of evaluation**

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

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### **Functionality Criteria**

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

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

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 Project Organogram
- T2.2-05 Experience, qualifications & professional registration of key personnel
- T2.2-06 Project schedules with timelines
- T2.2-07 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**

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**not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**

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- 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.

(Please select the applicable statement and delete the other and delete this note).

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	80 Points

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80 Points
Specific goals - Scorecard	20 Points
<b>TOTAL SCORE:</b>	<b>100 Points</b>

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

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

The maximum points for this bid are allocated as follows:

<b><u>DESCRIPTION</u></b>		<b><u>POINTS</u></b>
PRICE		80
B-BBEE STATUS LEVEL OF CONTRIBUTION		20
Specific Goals	Number of Points allocated (80/20)	
B-BBEE Level of contributor (1 or 2)	5	
51% Black Youth Owned Entities	5	
Entities Owned by People with Disability	5	
30% Black Women Ownership	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and Specific Goals must not exceed		100

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

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

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
51% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.



## **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: as per CIDB: Eligibility Criteria Schedule** - CIDB Registration **3CE or HIGHER**

### **2.1.2 Stage three as per CIDB: these schedules will be used for evaluation purposes:**

- T2.2-03 Company Previous Experience
- T2.2-04 Project Organogram
- T2.2-05 Experience, Qualifications and Professional Registration of Key Personnel
- T2.2-06 Project schedule with timelines
- T2.2-07 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 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:**

T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-15 Non-Disclosure Agreement

T2.2-16 RFQ Declaration Form

T2.2-17 RFQ – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Service Provider Integrity Pact

T2.2-20 Supplier Code of Conduct



**1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-21 Insurance provided by the Contractor.

T2.2-22 Two (2) years audited financial statements.

**1.3.3 Transnet Vendor Registration Form:**

T2.2-23 Transnet Vendor Registration Form

**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 SCHEDULES)**

**2.6 C2.2 ACTIVITY SCHEDULES**

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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that.

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting.

Held at:		
On (date)		Starting time:

#### Of person(s) attending the meeting:

Name

Signature

Capacity

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

Name

Signature

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

Date

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

### **Note to tenderers:**

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

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

4. **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 3CE or Higher class of construction work, are eligible to have their tenders evaluated.**

### **5. Joint Venture (JV)**

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

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

**5. and if the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.**

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

The tenderer to acknowledge the following:

The experience of the tendering entity or joint venture partners in the case of an incorporated joint venture or consortium, as opposed to the key staff members/ experts, in similar projects completed over the last five years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation/ case studies and contact details of clients of the relevant projects must also be provided.

The description should be put in tabular form with the following headings:

Employers, contact person and telephone number, where applicable	Description of Event	Detail of work undertaken nature of work & nature	Date undertaken.
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The scoring of the tenderer's experience will be as follows:

Score (Pts)	Company Previous Experience
<b>0</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>03</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works. The tenderer has limited or poor evidence of previous experience.
<b>05</b>	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e., Description of previous projects, value, and references. Tenderers generally have experience in two (2) projects relating to scope of <i>works</i> . The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> .
<b>07</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in three (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the requirements of the <i>works</i> .
<b>10</b>	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers



	generally have experience in four (4) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .
<b>15</b>	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in five (5) or more projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

**Attached submissions to this schedule:**

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

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CVs should be attached to this schedule:

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

- i. Personal particulars
  - a. Name
  - b. Place (s) of tertiary education and dates associated therewith.
  - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

List of Key Persons assigned to the above disciplines.

<b>No.</b>	<b>Key Persons</b>	<b>Name and Surname</b>	<b>CV attached (Yes/No)</b>
1	Civil Engineer/Structural Engineer		
2	Safety Officer		
3	Electrician		
4	Mechanical Engineer		

<b>Pts</b>	<b>Criterion: Project Schedule with Timelines</b>
<b>0</b>	No submission or submission of no substance/ irrelevant information is provided.
<b>05</b>	Project organogram submitted but does not provide a clear allocation of tasks and responsibilities for the execution of the project.
<b>10</b>	The organization chart is complete and detailed, and there is a clear allocation of tasks and responsibilities for the execution of the project.
<b>NB:</b>	Critical information required in the organogram for successful execution is as follows: Inclusion of key personnel, adequate site execution structure. (Civil Engineer/Structural Engineer, Electrician, Safety Officer & Mechanical Engineer)

## **T2.2-05: Evaluation Schedule: Experience, Qualifications and Professional Registration of Key Personnel**

**Criterion: Experience of Key Resources in executing work of similar nature**

<b>Civil/Structural Engineer</b>  <b>Note:</b> Professional Registration (ECSA Registration) Required	15 Points	Numbers of Years Experience of Key Personnel  a) 0 years of experience or no submission = 0 points b) 1 to 8 years of experience = 05 points c) From 8 to 10 years of experience = 10 points d) Above 10 years of experience = 15 points	Minimum Qualification Required BSc Eng. Or BEng. Or BTech, N Dip  A valid Professional Registration (ECSA Certificate is Required) Pr. Eng. Or Pr. Tech. Eng.  <b>NB:</b> if any of the above documentation is not submitted will result in a zero score
<b>Mechanical Engineer</b>  <b>Note:</b> Professional Registration (ECSA Registration) Required	10 Points	Numbers of Years Experience of Key Personnel  e) 0 years of experience or no submission = 0 points f) 1 to 8 years of experience = 05 points g) From 8 to 10 years of experience = 07 points Above 10 years of experience = 10 points	Minimum Qualification Required BSc Eng. Or BEng. Or BTech, N Dip  A valid Professional Registration (ECSA Certificate is Required) Pr. Eng. Or Pr. Tech. Eng.  <b>NB:</b> if any of the above documentation is not submitted it will result in a zero score



<b>Electrician</b>	10 Points	<p>Numbers of Years Experience of Key Personnel</p> <p>e) 0 years of experience or no submission = 0 points</p> <p>f) 1 to 8 years of experience = 05 points</p> <p>g) From 8 to 10 years of experience = 07 points</p> <p>Above 10 years of experience = 10 points</p>	<p>Minimum Qualification Required</p> <p>BSc Eng. Or BEng. Or BTech, N Dip</p> <p>Installation Electrician according to OHS Act 85 of 1993 with supporting documents (Registration with Department of Labour, Installation electrician certification).</p>
<b>Health and Safety Officer</b>	10 Points	<p>Numbers of Years Experience of Key Personnel</p> <p>e) 0 years of experience or no submission = 0 points</p> <p>f) 1 to 8 years of experience = 05 points</p> <p>g) From 8 to 10 years of experience = 07 points</p> <p>Above 10 years of experience = 10 points</p>	<p>Minimum Qualification Required</p> <p>NOSA, N. Dip, BTech or B Deg in Occupational Health &amp; Safety</p> <p>Number of years of experience (CV's)</p> <p><b>NB:</b> if any of the above documentation is not submitted it will result in a zero score</p>

**Index of documentation attached to this schedule:**

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## **T2.2-06: Evaluation Schedule: Project Schedules with timelines**

Tenderer to provide the project schedule with timelines showing in accordance with the specific project tendered.

The following information is required as a minimum on a project schedule submitted for evaluation:

- Procurement of materials
- Kick off/Handover meeting.
- Health & Safety
- Establishment of site
- Site clearance
- Design
- Earthworks, Excavations, Concrete works & Steel works
- Testing & commissioning and handing over site to client.

The Project with timelines must clearly support and demonstrate alignment to the scope of works as contained in T2.2-05 List of deliverables.

**NB:** If any of the above items are not included/missing on the project schedule document will result in a zero score.

The scoring will be as follows:

<b>Pts</b>	Criterion: Project Schedule with Timelines
<b>0</b>	No Project schedule provided/No information or inadequate information to determine scoring
<b>05</b>	Project Schedule with timelines above 3 months/66 working days.
<b>10</b>	Project schedule with timelines less than 3 months/66 working days.

### **Index of documentation attached to this schedule.**

	<b>DOCUMENT NAME</b>
<b>1</b>	

## **T2.2-07: Evaluation Schedule: Methodology**

The Tenderer submits the methodology which responds to the scope of works and outlines the deliverables listed on the project schedules.

The Methodology should cover:

- Demonstrate an understanding of the project deliverables and restrictions.
- Proposed appointment of sub-contractors if applicable.
- Key foreseeable project risks must be identified, as well as proposed measures to manage and mitigate such risks.
- The methodology must reflect a good appreciation of safety related matters and integration of safety in the designs and execution of the project.
- Detail the proposed quality plan and the management thereof.
- Methodology to indicate hold points for inspections and approvals.

The scoring will be as follows:

<b>Pts</b>	<b>Criterion: Methodology</b>
0	No information provided /The tenderer has misunderstood/missing certain aspects of the Scope of Work = 0 Points
15	<p>The tenderer must submit the methodology document which detailed on how they will execute this work as per scope of works and project deliverables.</p> <p>The methodology must respond to the scope of work, and it must include the following project deliverables:</p> <ul style="list-style-type: none"> <li>•Procurement of materials</li> <li>•Kick off/Handover meeting.</li> <li>•Health &amp; Safety</li> <li>•Establishment of site</li> <li>•Site clearance</li> <li>•Design</li> <li>•Earthworks, Excavations, Concrete works</li> </ul>

	<ul style="list-style-type: none"><li>•Steel works</li><li>•Testing &amp; commissioning and handing over site to client.</li></ul> <p><b>The tender must submit the methodology document which detailed on how they will execute this work as per scope of work.</b></p> <ul style="list-style-type: none"><li>• Methodology = 5 Points</li><li>• Execution plan = 5 Points</li><li>• Quality assurance plan = 5 Points</li></ul>
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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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

\_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign

all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor





## **T2.2-10: 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 conduct 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 quantities of work concurrently performed by the Tenderer in the recent past to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature.
  - 1 Current and future work on his order book, showing quantities and type of equipment.
- Quantities of work for which the Tenderer has tenders in the market or is currently tendering on.
  - 2 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:**

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## 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 considered in this specific tender offer:

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

Attach additional pages if more space is required.

## T2.2-13: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and 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 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.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## **T2.2-15 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and agree with all the conditions governing this RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether 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., without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - a) prices.
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors, or formulas used to calculate prices.
  - d) the intention or decision to submit or not to submit, a Tender.
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

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

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

\_\_\_\_\_  
SIGNATURE OF TENDERER

## 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.

1. **SECTION 1: NAME OF ENTERPRISE:** \_\_\_\_\_

2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** \_\_\_\_\_

4. **SECTION 4: CSD NUMBER:** \_\_\_\_\_

5. **SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	Identity number	Personal income tax number

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

6. **SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



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

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

Signed

Date

Name

Position

Enterprise

name

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all the invited bids. 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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price.
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy.

1.4 The maximum points for this bid are as follows:

		POINTS
<b>PRICE</b>		<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>		<b>20</b>
Specific Goals	Number of points allocated (80/20)	

B-BBEE Level of contributor (1 or 2)	5	
51% Black Youth Owned Entities	5	
Entities Owned by People with Disability	5	
30% Black Women Ownership	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
<b>Total points for Price and B-BBEE must not exceed</b>		<b>100</b>

- 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 or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- (b) **"B-BBEE"** means broad-based Black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-

Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents.
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorized body or person.
  - ii) an 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.
- (l) **"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.

### **3. POINTS AWARDED FOR PRICE**

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

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

80/20

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

Where?

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

$P_t$  = Comparative price of bid under consideration

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

### **4. EVIDENCE 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-BBEE Status contributor	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
+50% 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
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
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier	Sub-contracting agreements and Declaration / Joint

<p>development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ul style="list-style-type: none"> <li>I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities</li> <li>II. Entities with a specified minimum B-BBEE level (1 and 2)</li> <li>III. EMEs and/or QSEs who are 51% black owned.</li> </ul>	<p>Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline.</p>
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<p>Certificate issued by SANAS accredited verification agency.</p> <p>Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and Black ownership (only Black-owned QSEs - 51% to 100% Black owned)</p>

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	<p>Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and Black ownership.</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and Black ownership.</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 4.3 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the 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.

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<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 an affidavit as the generic codes are not applicable to them.

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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




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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, 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 certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct.
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
  - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, which would 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 because of that person's conduct.
    - (c) cancel the contract and claim any damages which it has suffered because 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 penalize 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)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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 interest<sup>2</sup> in the enterprise,

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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.

employed by the state?

**YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 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 they are bidding for this contract?

**YES/NO**

\_\_\_\_\_

### 2.3.1 If so, furnish particulars:

.....

.....

## 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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, quantities, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements

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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.

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 3 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## T2.2-16 NON-DISCLOSURE AGREEMENT

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

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

**TRANSNET SOC LTD**

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

**and**

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

### WHEREAS

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

### IT IS HEREBY AGREED

## 1. INTERPRETATION

In this Agreement:

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

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than because of disclosure by the Receiving Party or any of its Agent's 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; or
- 1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, knowledge, 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 always remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event



and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

### NATURE OF BREACH:

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### DATE OF BREACH:

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

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

\_\_\_\_\_  
SIGNATURE OF TENDER

## T2.2-17: RFQ DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such an award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

## IMPORTANT NOTICE TO TENDERERS

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

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity.
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is 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.***

- 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.



## **T2.2-19 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods, and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice to secure the contract.

## **2 COMMITMENTS OF TRANSNET**

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency, and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours, or benefits.

a) Transnet officials and employees shall not solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes, or kickbacks of any kind must never be solicited, accepted, or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit, or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

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

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

### **a) Human Rights**

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

### **b) Labour**

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

### **c) Environment**

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

### **d) Anti-Corruption**

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

## **4 INDEPENDENT TENDERING**

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

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

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

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

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

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any

such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATIONS FROM TENDERING PROCESS**

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

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

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

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e., on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a banned company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract.
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person.



f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness.

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor.

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## **8 SANCTIONS FOR VIOLATIONS**

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

## **9 CONFLICTS OF INTEREST**

9.1 A conflict of interest includes, inter alia, a situation in which:

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

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

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

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e., a family, business and / or social relationship between its owner(s)/

member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

## **10 DISPUTE RESOLUTION**

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

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

## **11 GENERALS**

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent, or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

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

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

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

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

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

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

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

\_\_\_\_\_  
 Signature

## **T2.2-21: 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.

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

## **T2.2-22: Two (2) year audited financial statements.**

Attached to this schedule is the last Two (2) year audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## SUPPLIER DECLARATION FORM

**Please Note:** This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such a change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.



Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being suspended.

**In addition, please note of the following very important information:**

**1. If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

**2. If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE scorecard, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% Black owned, they can submit an affidavit (Appendix E).

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g., permanent SANAS Member).

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic scorecard. Please include your B-BBEE certificate in your submission as confirmation of your status.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

**4. The supplier to provide proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

**6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.**

### **PROTECTION OF PERSONAL INFORMATION**

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

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

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet", and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend, or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.
11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise because of the processing of any personal information that the Respondent submitted to it.
14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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



## Supplier Declaration Form

**Important Notice:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?					Yes		No	
If <b>YES</b> state, the previous details below:								
Trading Name								
Registered Name								
Company Registration No or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office			

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from	

SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?		Yes		No	
Main Product / Service Supplied e.g., Stationery / Consulting / Labour etc.					
How many personnel does the business employ?		Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit an affidavit, as per Appendix II.					

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
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Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad-Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability.							

<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>			
Name		Designation	
Signature		Date	

<b>Stamp And Signature of Commissioner of Oaths</b>			
Name		Date	
Signature		Telephone No	

## Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly  
swear/declare that \_\_\_\_\_ is not a  
registered VAT vendor and is not required to register as a VAT vendor because the  
combined value of taxable supplies made by the provider in any 12-month period has not  
exceeded or is not expected to exceed R1million threshold, as required in terms of the  
Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus, signed and sworn to before me at \_\_\_\_\_ on this the \_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.



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Commissioner of Oaths

## Appendix C

Example of an Affidavit or Solemn Declaration as to number of employees

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**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly  
swear/declare that \_\_\_\_\_ employs three or more full  
time employees, which employees are engaged in the business of rendering the services  
of the organisation and are not connected persons as defined in the Income Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus, signed and sworn to before me at \_\_\_\_\_ on this the \_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

---

Commissioner of Oaths

## Appendix D

## Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full Name &amp; Surname</b>	
<b>Identity Number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned.
- The enterprise is \_\_\_\_\_% Black woman owned.
- The enterprise is \_\_\_\_\_% Black youth owned.
- The enterprise is \_\_\_\_\_% black disabled owned.
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black. owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black. owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:**

---

**Date:**

---

**Commissioner of Oaths**

**Signature & stamp**

## Appendix E

## Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full Name &amp; Surname</b>	
<b>Identity Number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned.
- The enterprise is \_\_\_\_\_% Black woman owned.
- The enterprise is \_\_\_\_\_% Black youth owned.
- The enterprise is \_\_\_\_\_% black disabled owned.
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand).
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the DTI Codes of Good Practice. (Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job Creation – 50% of jobs created are for Black people, provided that the number of Black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	

(e) At least 85% of labour costs should be paid to South African employees by service industry entities		
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Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Commissioner of Oaths**

**Signature & stamp**

## C1.1: Form of Offer & Acceptance

### Offer

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

#### TITLE OF THE CONTRACT

#### **FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING**

The tenderer, identified in the Offer signature block, has.

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 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	<b>R</b>
Value Added Tax @ 15.5% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(In words)	



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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

Part C2            Pricing Data

Part C3            Scope of Work: Works Information

Part C4            Site Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

*for the  
Employer*

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by

the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On  
behalf of

*(Insert name and address of  
organisation)*

Transnet SOC Ltd

Name &  
signature  
of  
witness

Date

## C1.2 Contract Data

### PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with Activity Schedules</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>

**Z: Additional conditions of contract**

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

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

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

Having elected its Contractual Address for the purposes of this contract as:  
**Transnet Engineering**  
**311 Solomon Mahlangu**  
**Rosburgh**  
**Durban**  
**4000**

---

10.1 The *Project Manager* is: **Stanley Mchunu**  
(Name)  
  
Address **311 Solomon Mahlangu, Rosburgh, Durban, 4001**  
  
Tel **031 361 4189/071 889 6263**  
  
e-mail **Stanley.mchunu@transnet.net**

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10.1 The *Supervisor* is: (Name) **Mzwenkosi Mapuko**

Address	<b>311 Solomon Mahlangu, Rossburgh, Durban, 4001</b>
Tel No.	<b>031 361 4198</b>
e-mail	<b>Mzwenkosi.mapuko@transnet.net</b>
11.2(13) The <i>works</i> are	<b>FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING</b>
11.2(14) The following matters will be included in the Risk Register	<b>None</b>
11.2(15) The <i>boundaries of the site</i> are	<b>As stated in Part C4.1."</b>
11.2(16) The Site Information is in	<b>Part C4</b>
11.2(19) The Works Information is in	<b>Part C3</b>
12.2 The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1 The <i>language of this contract</i> is	<b>English</b>
13.3 The <i>period for reply</i> is	<b>1 week</b>
<b>2</b> The <i>Contractor's main responsibilities</i>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b> Time	
11.2(3) The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 November 2025</b>



30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>Various (6)</b>	<b>31/07/2025</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>31 July 2025</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>	

51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>  <b>the number of days with rainfall more than 10 mm</b>  <b>the number of days with minimum air temperature less than 0 degrees Celsius</b>  <b>the number of days with snow lying at 08:00 hours South African Time</b>  <b>and these measurements:</b>
	The place where weather is to be recorded (on the Site) is:	<b>The <i>Contractor's</i> Site establishment area</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Various site (6)</b>
	and which are available from:	<b>South African Weather Service</b> <b><a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>December shutdown</b> <b>Rainy season/inclement weather may impact the project timelines.</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance</b>

		<b>policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>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.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

84.1

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

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

The *Contractor* provides these additional Insurances

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

**policies of insurance as well as those of any sub-contractor**

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

- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of

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

	the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
	<b>Priced contract with Activity Schedules</b>	<b>No additional data is required for this Option A.</b>
60.6	The <i>method of measurement</i> is	<b>The Activity Schedules</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>the Association of Arbitrators (Southern Africa)</b>

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W1.4(2) The *tribunal* is: **Arbitration**

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W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

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The place where arbitration is to be held is **Durban, South Africa**

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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)**

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**12 Data for secondary Option clauses**

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<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R5000.00 per day not exceeding 10% of the contractual value</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is.	
	The retention percentage is	<b>5% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	<b>The deductible of the relevant insurance policy</b>

damage to the *Employer's*  
property is limited to:

X18.3      The *Contractor's* liability for  
Defects due to his design      **The cost of correcting the Defect**  
which are not listed on the  
Defects Certificate is limited  
to:

X18.4      The *Contractor's* total liability  
to the *Employer* for all matters      **The Total of the Prices**  
arising under or in connection  
with this contract, other than  
excluded matters, is limited  
to:

The *end of liability date* is

X18.5      **2 years after Completion of the whole of  
the *works***

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**Z**      ***Additional conditions of contract are:***

**Z3**      **Additional clauses relating to Joint Venture**

**Z3.1**      **Insert the additional core clause 27.5.**

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

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

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

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

**constituents to provide the Works.**

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

## **Z3.2**

**Insert additional core clause 27.6.**

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

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## **Z4 Additional obligations in respect of Termination**

### **Z4.1**

**The following will be included under core clause 91.1:**

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

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

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

## **Z4.2 Termination Table**

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

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

## **Z4.3**

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

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

### **Z5.1**

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

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

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

## Z6 Additional Clause Relating to Collusion in the Construction Industry

## Z6.1

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

## Z7 Protection of Personal Information Act

## 27.1

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

## Z8 BBEE Clauses

## Z8.1

Insert additional clause 27.7.

**27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule

**27.2.2.** The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

**27.7.3.** Breach of B-BBEE Improvement Plan commitments provide the *Employer* cause to terminate the contract.

**27.7.6.** The performance of the *Contractor* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Contractor* shall grant the *Employer* a right of access and provide the underlying data supporting the achievement by the *Contractor* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

**27.7.7.** The *Contractor* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Contractor's*



compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Contractor* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Contractor* in relation to the accepted B-BBEE Improvement Plan.

**27.7.10.** To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the *Employer* shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the *Employer* to the *Contractor* in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date as follows:

**27.7.11.** Penalties will be levied based on the failure of the *Contractor* to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the *Contractor* to contribute to the achievement of the targets in the accepted B-BBEE improvement plan.

**27.7.12.** In order to guarantee that the *Contractor* meet its obligations in terms of the accepted B-BBEE Improvement Plan and

specifically during interval .....the *Employer* shall be entitled to retain 5% (five percent) of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount").

**27.7.13.** The B-BBEE Retention amount shall be retained by the *Employer* as guarantee for the remaining obligations of the *Contractor* in terms of the accepted B-BBEE Improvement Plan.

**27.7.14** The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the *works* shall not exceed 10%.

**27.7.15.** Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*.
- not be met, unless such failure is an attributable occurrence of an event which:
  - stops the *Contractor* Providing the *works* or

- stops the *Contractor* Providing the *works* by the date shown on the Accepted Programme

and which

- neither Party could prevent and
- an experienced *Contractor* would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

the *Contractor* shall forfeit the B-BBEE Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**27.7.16.** Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.

## C1.2 Contract Data

### PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

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



	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14) )	The following matters will be included in the Risk Register	December shutdown Inclement weather season
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with Activity Schedules</b>	
11.2(20) )	The <i>Activity Schedules</i> is in	



11.2(30)	The tendered total of the Prices is	<b>(In figures)</b>		
		<b>(In words), excluding VAT</b>		
11.2(31)	The tendered total of the Prices is	(In figures)		
		(In words), excluding VAT		
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
<b>A</b>	<b>Priced contract with Activity Schedules</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



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

22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



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



## Part 2: Pricing Data

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



## C2.1 Pricing Instructions: Option A

### THE CONDITIONS OF CONTRACT

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

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

#### Identified 11

#### and

#### defined terms

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

### Measurement and Payment

1.2.1 The Activity Schedules 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 Schedules.

1.2.3 The Activity Schedules work breakdown structure provided by the *Contractor* is based on the Activity Schedules 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 Schedules work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

- 1.2.4 The ~~Contractor's~~ detailed Activity Schedules summates back to the Activity Schedules provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedules are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedules 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 Schedules 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 Schedules summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 ACTIVITY SCHEDULES

Item	Description & Locations	Quantities	Unit Rate	Total Amount
	<b>FOR NEW PANTOGRAPH INSPECTION TOWERS</b>			
1	Scoonkaai	1	R	R
2	Vryheid	1	R	R
3	Ermelo	1	R	R
4	Capital Park	1	R	R
5	Pyramid	1	R	R
6	Thabazimbi	1	R	R
7	Health and safety	1	R	R
8	Engineer's fees	1	R	R
9	P n G's	1	R	R
10			<b>Sub Total 1</b>	R
11			<b>Add VAT @15.5%%</b>	R
12			<b>Final Total</b>	R

**Part C3: Scope of Work/ Specification**

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**SCOPE OF WORK: FOR DESIGNING, MANUFACTURING AND INSTALLATION FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING****1. Scope of Work**

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

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

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

**2. Site Inspection**

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

**3. Information Required**

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

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

#### **4. Specific Requirements:**

- a. Occupational Health & Safety Act (Act 85 of 1993) and its Regulations, as amended
- b. Adhere to the Construction Regulation
- c. Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) as amended
- d. Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC 014)
- e. Transnet Engineering IMS Compliance Policy Statement
- f. The contractor shall undergo Safety, Health and Environmental **(SHE) Induction**, and be issued with Induction certificate and valid permits authorising him/her to enter Transnet premises for the duration of the contract.
- g. The contractor is required to produce an approved **Compliance File or SHE File** and **Site Instruction Book** on site at **all times**.
- h. All measurements and amounts must be stipulated in quote.
- i. The contractor's name board will at all times be visible.
- j. A supervisor will be on site at all times.
- k. Comply with Transnet Engineering Waste Management Standard.
- l. The correct PPE must be worn at all times. (Harnesses ropes, etc.)
- m. During and on completion of the project, there will be SHE inspections and Risk assessments done on the site that the supplier/vendor is working on, which will be reported to the project manager.
- n. Failure to comply will result in a stop certificate being issued and the supplier will be required to leave the site until the situation is rectified.

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## **5. Technical Requirements:**

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

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

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

- a. All scaffolding used to be SANS approved.
- b. All employees who will be working at height to have medical fitness certificate and proof of competency training thereof.
- c. Valid letter of good standing with Compensation commissioner.



**7.**

	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
	<b>SPECIFICATION FOR DESIGNING, MANUFACTURING AND INSTALLATION FOR NEW PANTOGRAPH INSPECTION TOWERS FOR SKOONKAAI, VRYHEID, ERMELO, CAPITAL PARK, PYRAMID AND THABAZIMBI FOR TRANSNET ENGINEERING</b>	
1.	<b>Scope of Work</b>	
1.1	Design, manufacture and install the pantograph inspection tower structure.	
1.2	Design and install new foundation for the pantograph inspection tower structure.	
1.3	Supply and install new Pantograph inspection tower lighting.	
1.4	Documentation	
1.5	Testing and commissioning	
2.	<b>Site establishment</b>	
2.1	It must be established what must be done in terms of, hiring equipment on site.	
2.2	Site must be marked with "RED and WHITE DANGER TAPE" taped for safety reasons.	
2.3	The site must be cleaned daily at the end of the day.	
3.	<b>Pantograph inspection cage, steps and steps guard rail, Support structure and lighting.</b>	
3.1	<b>Inspection cage</b>	
3.1.1	Design, manufacture and install a new pantograph inspection cage.	
3.1.2	Supply and install new platform grating.	
3.2	<b>Steps structure</b>	
3.2.1	Design, manufacture and install new pantograph inspection tower ascending and descending steps.	

	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
3.2.2	Step dimensions: Depth x Width = 230mm x 600mm.	
3.2.3	All steps shall be fitted with non-slip material (Mentis gratings) same as the 10E inspection towers in Ermelo depot.	
3.2.4	All access ladders shall have a SWL of 250Kg.	
3.2.5	Design and install a new ascending and descending step foundation.	
3.3	<b>Pantograph inspection tower structure</b>	
3.3.1	Design, manufacture and install new structure for the pantograph inspection tower.	
3.3.2	Dimensions of structure: L x W = 5400mm x 600mm	
3.3.3	The design and installation of the pantograph inspection tower must also meet the requirements of TFR specification number: E7-2 for structure installed next to railway lines.	
3.3.4	All steel shall be new Grade 350wa to SANS 50025 and structural steelwork shall comply with SANS 1200H: Structural Steelwork.  Mild steel bolts shall be new grade 4.8 to SANS 135 and high tensile bolts grade 8.8SU to SANS 1282. ALL BOLTS SHALL BE PRECISION FITTED.	
3.3.5	Structural bolts shall be precision fitted and shall be of the grade stated in the crane design standard and torque accordingly. Tenders shall supply grade and torque values of all bolts that will be used.	
3.3.6	A bolted joint strength shall be at least 1.25 times the strength of the section required at that point.	
3.3.7	Design and install a new foundation for the support structure and step ladder. The foundation must be designed by an ECSA accredited civil engineer. <b>NB!</b> The design of the foundation must show the following: <ul style="list-style-type: none"> <li>• Depth, width and length</li> <li>• Reinforcement sizes and bending schedule</li> <li>• Concrete strength</li> <li>• Ground withstanding pressure</li> </ul>	
3.4	<b>Painting</b>	



3.4.1	Paint the pantograph inspection tower with grey colour paint	
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	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
	for steel.	
3.4.2	Surface preparation of steel before painting: <ul style="list-style-type: none"> <li>Remove all oil and grease from the steel surface using Plascon Aquasolv degreaser (GR1) followed by clean potable water rinses. Allow to dry.</li> <li>All dust and abrasion products must be removed prior painting.</li> </ul>	
3.5	<b>Lighting</b>	
3.5.1	Install new LED (100W) inspection lights on the tower. <b>NB!</b> Mount all cable trunking on the support structure of the pantograph inspection tower.	
3.5.2	Supply new detailed pantograph inspection tower drawings	
4.	<b>Documentation</b>	
4.1	Documents at tender stage: <ul style="list-style-type: none"> <li>ECSA accredited Mechanical/ Structural Engineer</li> <li>ECSA is an accredited Civil Engineer for foundation design</li> <li>Coded welder certificate</li> </ul>	
4.2	Documentation at commissioning stage <ul style="list-style-type: none"> <li>Structural test certificate</li> <li>Concrete test results</li> <li>Compaction test results</li> <li>All counter design drawings with Geotechnical report for the site</li> <li>Material delivery Notes</li> <li>Welding inspection test results</li> </ul>	
5.	<b>General</b>	
5.1	All material used shall be SANS approved, A-grade first class.	
5.2	All work delivered shall be of a high standard.	
5.3	All rubble shall be removed on a daily base.	
6.	<b>Guarantee</b>	

6.1	The supplier shall guarantee for a period of 12 months after successful commissioning of the pantograph inspection tower that all components, plant equipment and material are new and fit for the specific purpose which they are	
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	<b>REQUIRED</b>	<b>DETAILS OF OFFER</b> Comply (Yes) / Do not comply (No)
	purchased, and free from any defects in design, workmanship and material, and are in strict accordance with the contract, unless otherwise agree in writing.	
6.2	The supplier shall agree to replace at his/her cost any defective items discovered within the guaranteed period.	
6.3	The supplier shall clearly stipulate the nature of the guarantee and how long it will take their maintenance staff to be on site. Transnet Engineering requires a response time of no more than 3 hours.	
6.4	Should the supplier fail, when called upon, to make good or remedy a defect (under guarantee or declared inherent) within a reasonable time, Transnet Engineering may affect the repair and thereafter recover from the supplier all cost and expenses associated with the supplier.	
7.	<b>Testing and Commissioning</b>	
7.1	As this project is "Turn-Key" the successful tenderer is responsible for the installations and commissioning. The complete project team and PEMM responsible persons will participate in final commissioning.	

## 8. References:

Standard operating procedure for specification of contract work

## 9. Painting:

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

## 10. Quality Control:

The contractor shall provide a quality control plan with the tender

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indicating how quality will be assured.

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### **11. Installation and Commissioning:**

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

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

### **12. Guarantee:**

The contractor shall guarantee for a period of 12 months minimum (preferably 24 months or more) after successful commissioning and free from any defects in design, workmanship and material, and are in accordance with the Contract, unless otherwise agreed in writing.

The Contractor shall agree to replace at his cost any defective items discovered within the guaranteed period.