



TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS]

FOR THE SUPPLY AND DELIVERY OF A RECLAIMER COMPLETE SLEW BEARING ASSEMBLY FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

RFP NUMBER	ICLM PE 544/TPT
ISSUE DATE:	17 November 2022
CLOSING DATE:	10 January 2023
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date

Note to the bidders:

Bidders 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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Respondent's Signature

Date & Company Stamp

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FOR THE SUPPLY AND DELIVERY OF A RECLAIMER COMPLETE SLEW BEARING ASSEMBLY FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	iCLM PE 544/TPT	ISSUE DATE:	17 NOVEMBER 2022	CLOSING DATE:	10 JANUARY 2023	CLOSING TIME:	12H00
DESCRIPTION	FOR THE SUPPLY AND DELIVERY OF A RECLAIMER COMPLETE SLEW BEARING ASSEMBLY FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://www.transnet.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MBULELO MFECANE			CONTACT PERSON	MBULELO MFECANE		
TELEPHONE NUMBER	041-507 2016			TELEPHONE NUMBER	041-507 2016		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Mbulelo.mfecane@transnet.net			E-MAIL ADDRESS	Mbulelo.mfecane@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

Respondent's Signature

Date & Company Stamp

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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

Respondent's Signature

Date & Company Stamp

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SECTION 2: NOTICE TO BIDDERS**1 INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**].

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TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here (refer to section 2, paragraph 3 below for detailed steps)
COMMUNICATION	Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Mbulelo.mfecane@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	12:00 pm on Tuesday 10 January 2023 Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration. <i>Bidders 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. Please do not</i>

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	<i>wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i>
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory pre-proposal site meeting and/or RFP briefing will be conducted at Green Street, NRE Garage Workshop, TPT Supply Chain Board on the **29 November 2022**, at 10:00 AM for a period of $\pm$ 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right-hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

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4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 11 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Mbulelo Mfecane** before **12:00 pm on 09 December 2022**, substantially in the form

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set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Mbulelo Mfecane, at telephone number 041 507 2016, email Mbulelo.mfecane@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents 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 related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

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- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

14 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:

 Ethics Helpdesk (Pty) Ltd.
 Ethics Management Solutions™

You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

				
	AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	What's App Speak to an Agent via What's App.	Speak to an Agent Speak to an Agent via the platform with no call or data charge	Telegram Speak to an Agent via Telegram
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

Respondent's Signature

Date & Company Stamp

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SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**1 BACKGROUND**

The Manganese plant in Port Elizabeth's core business is to export manganese. The support structure of the manganese plant is a combined structure between the conveyor belts and the rails. There is a stacking side that transfers the product from the Tipplers and goes via conveyor belts to the stacking area and there is a shipping side that transfers the product from the stacking area using the bucket wheel reclaimers via conveyor belts through ship loaders, which loads the product into the vessel.

The main objective of this SOW is for the **manufacture and supply of one complete slew bearing assembly to suite A-Reclaimer a at the Port Elizabeth Multi-Purpose Terminal**. This bearing is needed for replacement and its replacement is due. it will be replaced within a three (3) year period from date of delivery. This will allow the terminal the opportunity to conduct preventative maintenance in the form of equipment rotation before failure and will reduce long lead times in case failures do occur.

2 SCOPE OF REQUIREMENTS

Bidders are referred to the RFP Annexure A for a detailed scope of work for the for the supply and delivery of A reclaimer complete slew bearing assembly

3 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

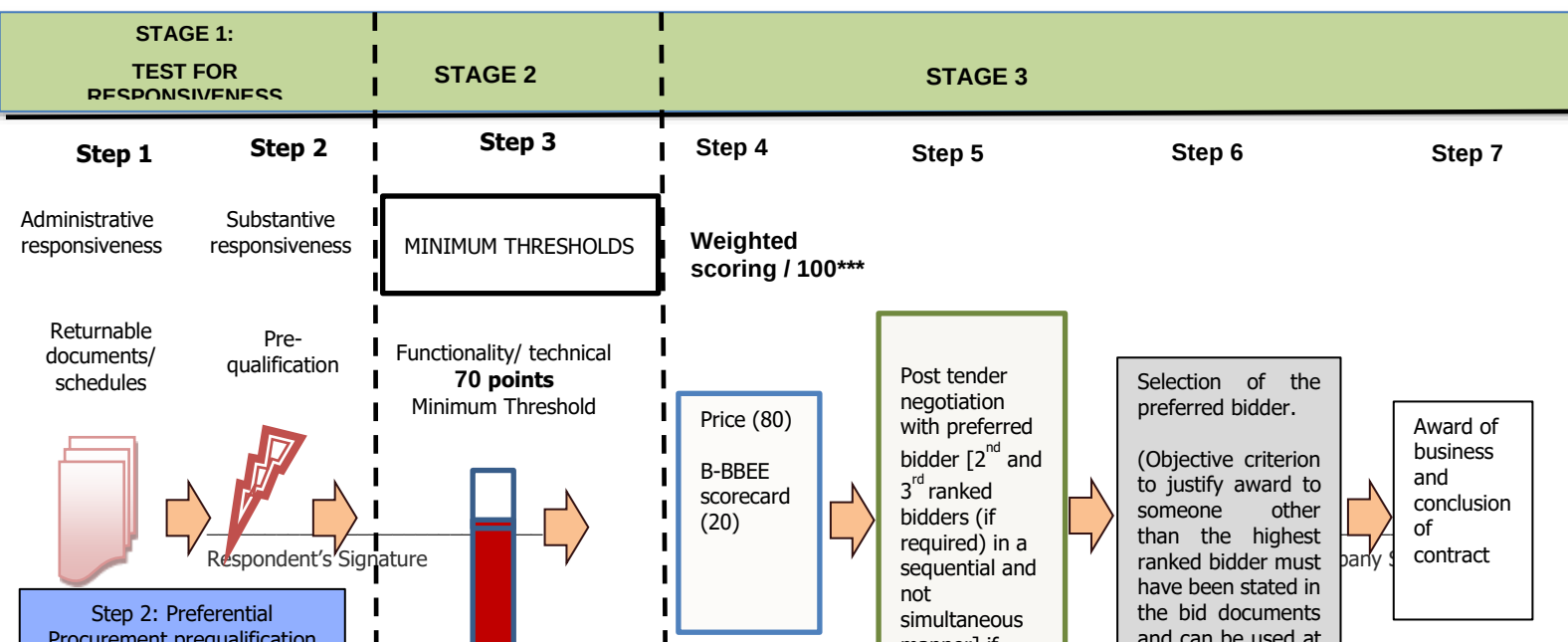
4 GENERAL SUPPLIER OBLIGATIONS

4.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

4.2 The Supplier must comply with the requirements stated in this RFP.

5 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



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**Technical Pre-qualification
Criteria is not applicable
for this tendering process**

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

5.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
Verify the validity of all returnable documents	<i>Section 5</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

5.2 STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met	<i>All sections including Section 2 paragraphs, 2.2, 6, 10.2 General Bid Conditions clause 20</i>
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>

Respondent's Signature

Date & Company Stamp

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Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
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The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

5.3 STEP THREE: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Scoring guideline	Evidence Required
Manufacture Process (20 points) The bidder must submit a signed standard manufacturing process for the manufacturing of the slewing bearing that indicates the manufacturing process flow, quality tests, to the packaging of the bearing, freight transportation and delivery. This must also indicate all the timelines from start to end and Transnet prefers a lead time of 10 months maximum for the new bearing to be delivered. Additional to that bidder who are only suppliers they shall be required to submit a signed agreement letter between themselves and the bearing manufacturer. The bidder must complete Returnable Schedule T1	Bidder submitted signed standard manufacturing process flow covering = 20 points: All activities from start to end Quality tests of the bearing Packaging of the bearing Freight and transport Total lead-time not exceeding 10 months Additional is agreement letter between supplier and manufacturer for non-manufacturer bidders. Bidder submitted standard manufacturing process flow partial covering the listed above or not all points, supplier did not submit the additional agreement letter or no standard manufacturing process flow submitted = 0 points	<i>Signed Manufacturing Process</i>
Track record (30 points): The bidder shall be required to have a proven track record on the supply of the similar split slew bearing. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients who acquired slew bearing assemblies in the past. The recommendation letters should be on the company's letter head, should be signed, should have a contactable person's name with his/her contact number. Complete returnable schedule T2 and attached the reference letters to this returnable schedule. and attached the reference letters to this returnable schedule.	Three reference letters from contactable references provided = 30 Points Two reference letters from contactable references provided = 15 Points One recommendation letter from a contactable reference provided = 7,5 Points None provided = 0 Points	<i>Provide Previous Experience (reference letters)</i>
Certification (30 Points) The manufacturer of the slew bearing assembly must submit the following certifications which must be attached to returnable schedule T3 : - A valid certificate for quality management: ISO 9001– Quality Management System. - A valid certificate for manufacturing: ISO 9013 manufacture	Proof of ISO 9001 Quality Management Certification. (Copy of valid certificate) = 10 Points Not provided = 0 Points	<i>ISO 9001 Certificate</i>
	Proof of ISO 9013 Manufacture Certification. (Copy of valid certificate) = 10 Points Not provided = 0 Points	<i>ISO 9013 Certificate</i>

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Technical Evaluation Criteria	Scoring guideline	Evidence Required
A valid certificate for material authentication: ISO 10204	Proof of ISO 10204 material authentication. (Copy of valid certificate) = 10 Points Not provided = 0 Points	ISO 10204 Certificate
Qualification (20 points) The slewing bearing manufacturer shall show that they have competent personnel or appointed third party to ensure competent personnel will execute the manufacturing of the slewing bearing and quality control plan is successful implemented. The bidder shall submit the following competence certificate for the following personnel or third-party appointment: - Third party quality inspector that is accredited AIA locally or international approved. - Qualified Engineer to signoff all drawings and quality. The engineer shall be register with ESCA or international equivalent	<i>Third party quality inspector that is accredited AIA locally or international approved = (10 points)</i> <i>No Third-Party quality inspector is accredited AIA local or international Approved = 0 points</i>	AIA Certification or international equivalent
Returnable T4	<i>Qualified Engineer to signoff all drawings and quality. The engineer shall be register with ESCA or international equivalent (10 points)</i> <i>No Qualified Engineer to signoff all drawings and Quality registered with ESCA or international equivalent = 0 points</i>	Engineer ESCA registration certificate or international equivalent
Total Weighting:	100	
Minimum qualifying score required:	70	

A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Returnable schedules **T1-T4**

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

5.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
Commercial offer	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

Returnable document

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
 - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

5.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

5.6 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

5.7 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

Returnable document**5.8 STEP SEVEN: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

Respondent's Signature

Date & Company Stamp

Returnable document

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Example for Goods

Item No	Description of Item	Unit price in ZAR	Quantity	TOTAL PRICE OF ITEM [ZAR]
1	Supply/Transport and delivery of complete A reclaimer slew bearing assembly as per scope of works to Port Elizabeth Multi-Purpose Terminal		1	
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Prices are to be quoted on a delivered basis to Port of Port Elizabeth Multi-Purpose Terminal
- f) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- g) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- h) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure C

Respondent's Signature

Date & Company Stamp

Returnable document

- i) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- j) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
-----	--

1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent (Complete with a "Yes" or "No")					
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.					
No	Name of Entity / Business	Role in the Entity / Business	Shareholding %	Registration Number	Status (Mark the applicable option with an X)

Returnable document

		(Nature of interest/ Participation)			Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

2. RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

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

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: _____

3. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

3.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4. INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

4.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4.2 Foreign Manufacturer(s):

Returnable document

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5. IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of *[full address]*

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

Respondent's Signature

Date & Company Stamp

Returnable document

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within Thirty [30] days thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of

Returnable document

the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)
- _____
- _____
- _____

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Returnable document

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)	
Manufacture Process (20 points) The bidder must submit a signed standard manufacturing process for the manufacturing of the slewing bearing that indicates the manufacturing process flow, quality tests, to the packaging of the bearing, freight transportation and delivery. This must also indicate all the timelines from start to end and Transnet prefers a lead time of 10 months maximum for the new bearing to be delivered. Additional to that bidder who are only suppliers they shall be required to submit a signed agreement letter between themselves and the bearing manufacturer. The bidder must complete Returnable Schedule T1	
Track record (30 Points): The bidder shall be required to have a proven track record on the supply of the similar split slew bearing. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients who acquired slew bearing assemblies in the past. The recommendation letters should be on the company's letter head, should be signed, should have a contactable person's name with his/her contact number. Complete returnable schedule T2 and attached the reference letters to this returnable schedule.	
Certification (30 Points) The manufacturer of the slew bearing assembly must submit the following certifications which must be attached to returnable schedule T3 : • A valid certificate for quality management: ISO 9001– Quality Management System. • A valid certificate for manufacturing: ISO 9013 manufacture • A valid certificate for material authentication: ISO 10204	
Qualification (20 points) The slewing bearing manufacturer shall show that they have competent personnel or appointed third party to ensure competent personnel will execute the manufacturing of the slewing bearing and quality control plan is successful implemented. The bidder shall submit the following competence certificate for the following personnel or third-party appointment: • Third party quality inspector that is accredited AIA locally or international approved. • Qualified Engineer to signoff all drawings and quality. The engineer shall be register with ESCA or international equivalent Returnable T4	

Returnable document**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

Respondent's Signature

Date & Company Stamp

Returnable document

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION 11: Protection of Personal Information	
Certified copy of IDs of the company's directors	
The bidder shall submit essential document confirming that the complete slew bearing assembly and components will be completely compatible and interchangeable with the current slew bearing assembly installed with no modification required to the Reclaimer sub frame to accommodate the replacement bearing. The bidder must complete Essential document T5 and attach a letter of confirmation on a company letterhead that is signoff.	
Guarantees/ Warrantees: Guarantee on all components supplied in accordance with the requirements of scope and for a period not less than 24 months after the installation of the bearing, which will occur within 3 years after delivery. Complete returnable schedule T6 to indicate the company's guarantees.	
The bidder must submit a comprehensive project plan highlighting the following: format must be on Microsoft project plan, activities and processes, steps, milestones, resources, time risk allowance and timeframes. The activities should be from the date of LOA (Letter of Award) to delivery of Slew Bearing. Additional to that the complete bearing assembly and all components must be supplied within 10 months allowed and lead times shorter than 10 months will be rewarded. The bidder to complete essential returnable schedule and to attached to essential returnable T7 the project plan in Microsoft projects.	
The bidder shall provide a provisional QC plan indicating all critical steps in the acquisition of material, manufacturing, assembling, packaging, and delivery of the slew bearing assembly with holding points. The provisional QC plan will have realistic dates (keeping in mind the delivery lead-time) and resources to include the 3D cad model drawing. Attach QC plan to essential returnable schedule T8	
The bidder shall submit essential document confirming that the test certificates and data pack of the manufactured slew bearing assembly and components will be submitted upon delivery. Attach a signed letter of confirmation on the company letterhead to essential returnable schedule T9	

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become

Returnable document

due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

Returnable document

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

Returnable document

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

Returnable document

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

12.2 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.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

¹ 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.

Returnable document

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 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:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 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 consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid,

² 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.

Returnable document

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.

14.5 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.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 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 12, 13 and 14 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.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

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SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Respondent's Signature_____
Date & Company Stamp

RFP No: iCLM PE 544/TPT

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on Friday 09 December 2022

TO: Transnet SOC Ltd

ATTENTION: Mbulelo Mfecane

EMAIL Mbulelo.mfecane@transnet.net

DATE: _____

FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

[illegible]

Respondent's Signature

Date & Company Stamp

Returnable document

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

Returnable document

of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4

Returnable document

8	1	2
Non-compliant contributor	0	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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?

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

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(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

Respondent's Signature

Date & Company Stamp

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- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

Returnable document

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on _____ 2022

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

Respondent's Signature

Date & Company Stamp

Returnable document

SECTION 11 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.4 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 RFP, 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 RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, 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 Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, 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 RFP (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

Returnable document

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 the identity thereof in terms of the POPIA. 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.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. 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 as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP 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/inforegl/>, click on contact us, click on complaints.IR@justice.gov.za

Port Elizabeth Multi-Purpose Terminal

Document Title:

SCOPE OF WORK

Project Title:

Provision to manufacture and supply a complete slew bearing assembly for A Reclaimer to Transnet Port Terminals, Port Elizabeth Multi-Purpose Terminal as a once-off purchase

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1. PURPOSE

The purpose of this Scope of Work (SOW) is to manufacture and supply a complete slew bearing assembly with the needed modifications to suite the A Reclaimer to Transnet Port Terminals, Port Elizabeth Multi-purpose terminal.

2. MPT BACKGROUND

The Manganese plant in Port Elizabeth`s core business is to export manganese. The support structure of the manganese plant is a combined structure between the conveyor belts and the rails. There is a stacking side that transfers the product from the Tipplers and goes via conveyor belts to the stacking area and there is a shipping side that transfers the product from the stacking area using the bucket wheel reclaimers via conveyor belts through ship loaders, which loads the product into the vessel.

3. OBJECTIVE

The main objective of this SOW is for the **manufacture and supply of one complete slew bearing assembly to suite A-Reclaimer at the Port Elizabeth Multi-Purpose Terminal**. This bearing is needed for the replacement as the current installed on the machine is defective.

4. SCOPE OF WORK

The below list and attached drawings are for the existing slew bearing assembly with retainer modification as currently installed at the Port Elizabeth Multi-Purpose Terminal on A -Reclaimer. This scope is for the manufacture, supply and delivery of a spare slew bearing assembly for A-Reclaimer , which is completely compatible and interchangeable with the slew bearing assembly installed on the Reclaimers. The scope includes the following: Slew bearing top race, slew bearing bottom race ring gear, bearing balls, bearing ball spacers, bearing retainer ring, bearing splice plates, bearing top and bottom locating brackets, retaining brackets and all

fasteners as indicated on Drawing Table 1. Drawing Table 1 provides a list of all applicable drawings attached to this Scope of Work.

Basic characteristics of the slew bearing assembly: (refer to Annexure A for more details)

Externally geared, spilt design, ball type thrust slew bearing in accordance with drawing NA753.61.4.02. (Annexure A)

Nominal dimensions: (drawings attached)

- Outside diameter = 5460 mm
- Inside diameter = 5130 mm
- Thickness = 290 mm

5. DRAWING TABLE 1:

Machine	Drawing Number	Description	Annexure
A-Reclaimer Slew Bearing	NA753.61.4.02	Slew track (Bearing) Original drawing (1962)	Annexure A
	H500302-2-440-M-DE-0026-01-1-9D	Slew track retainer modification	Annexure B
	H500302-2-440-M-DE-0026-02-1-9D	Slew track retainer bearing modification	Annexure C
	H500302-2-440-M-DE-0026-03-1-9D	Slew track retainer modification detail	Annexure D
	H500302-2-440-M-DE-0026-04-1-9D	Slew track retainer modification detail (Exploded view)	Annexure E

Drawing Table 1: A table of A Reclaimer slew bearing drawings for quoting purposes.

- 5.1 All installation and maintenance manuals as well as detailed drawings to be supplied in hard copy and electronic (Flash drive) format in accordance with TPT specification: EEAM-016. Refer to Annexure F.
- 5.2 TPT and service provider representative to sign off the complete slew bearing assembly on delivery and final acceptance.

6. TPT REQUIREMENTS

- 6.1.1) The slew bearing assembly supplied to Transnet needs to be completely compatible with the A Reclaimer, with no modifications required to the Reclaimer sub-frame to accommodate and mount this bearing in position.
- 6.1.2) All bidders must attend a compulsory site meeting where the Reclaimer will be available for viewing and any other confirmations of dimensions and positions of the bearing to allow for accurate quoting. A competent representative of the bidder should be at the site meeting to ensure the required information is captured correctly.
- 6.1.3) The bearing needs to be delivered as partially assembled, in two halves, packed and wrapped for extended storage in a wooden crate.
- 6.1.4) The bearing quality, quality assurance and quality management will conform to all the applicable clauses of Annexure G- EEAM-Q-009 Rev 1 (QUALITY MANAGEMENT SPECIFICATION FOR SUPPLIER/CONSTRUCTION). This includes the availability of the bearing for inspection by a Transnet inspector.
- 6.1.5) The service provider will supply a data pack prior to the manufacturing and delivery of the slew bearing assembly to the Terminal. The data pack shall consist of the following (as a minimum) but not limited:
 - Bill of quantities with descriptions and quantities of each component, separated by sub-assemblies.
 - Signed Quality Control plan (QC) plan must be signed off by the Transnet appointed Quality control appointee.
 - The service provider will supply the following: Approved for construction drawings to be submitted to TPT for a dimensional check prior to the commencement of manufacturing.

- Prior to manufacturing, Approved For Construction (AFC) drawings to be supplied to TPT. Service Provider to grant TPT full ownership for future manufacturing in accordance to the drawings supplied.
- Material certificates for all bearing materials
- OEM Data pack with maintenance and installation manual included for complete slew bearing assembly.

6.1.6) Lead-time

- The service provider will be given a lead-time of 10 months for delivery, after receiving the Purchase order from our supply chain department.

6.1.7) Corrosion protection and lubrication

- Contractor to comply with EEAM-Q-008 CORROSION PROTECTION (HE9_2_8VER 17) Refer to Annexure H and EEAM-Q-004 (GEARING SHAFTS BEARINGS BRAKES LUBRICATION VEE-BELTS KEYS AND (HE9-2-4Ver 4rev 1) refer to Annexure I.

6.1.8) Guarantees

- TPT requires a minimum of 24 months guarantee on all bearing components after the bearing have been installed. The bearing will be installed within 3 years of delivery to Transnet and will only be removed from long-term storage container as supplied once installation commence.

6.1.9) Site Requirement (Onsite installation)

- Contractor must be available during installation phase to highlight any concerns and advise. This will be within the three years from date of delivery.

7. TPT TO PROVIDE

7.1 Specification of the slew bearing assembly and modifications. (Refer to Drawings) The original bearing is as per Annexure A. Any modification to this bearing can be seen on Annexures B, C, D, and E. This is focused on the slew bearing retaining mechanism.

7.2 Gate access for the supplier representative for delivery and site meeting

- 7.3 TPT and supplier representative to sign off receipt after successful delivery of complete slew bearing assembly and scope requirements.

8. RETURNABLE DOCUMENTS

- 8.1 The bidder must submit a signed standard manufacturing process for the manufacturing of the slewing bearing that indicates the manufacturing process flow, quality tests, to the packaging of the bearing, freight transportation and delivery. This must also indicate all the timelines from start to end and Transnet prefers a lead time of 10 months maximum for the new bearing to be delivered. Additional to that bidder who are only suppliers they shall be required to submit a signed agreement letter between themselves and the bearing manufacturer. The bidder must complete Returnable Schedule T1.
- 8.2 The bidder shall be required to have a proven track record or experience on the supply of a similar split slew bearing. This track record will be proven by supplying 3 (Three) reference letters from previous or current clients who acquired slew bearing assemblies in the past. The reference letters should be on the company's letter head, should be signed, should have a contactable person's name with his/her contact number. Complete returnable schedule T2 and attached the reference letters to this returnable schedule.
- 8.3 The manufacturer of the slew bearing assembly must submit the following certifications which must be attached to returnable schedule T3:
- A valid certificate for quality management: ISO 9001– Quality Management System.
 - A valid certificate for manufacturing: ISO 9013 manufacture
 - A valid certificate for material authentication: ISO 10204
- 8.4 The slewing bearing manufacturer shall show that they have competent personnel or appointed third party to ensure competent personnel will execute the manufacturing of the slewing bearing and quality control is executed successfully. The bidder shall submit the following competence certificate for the following personnel or third-party appointment to be attached to returnable schedule T4:
- Third party quality inspector that is accredited AIA locally or international approved.

- Qualified Engineer to signoff all drawings and quality. The engineer shall be register with ESCA or international equivalent
- 8.5 The bidder shall submit essential document confirming that the complete slew bearing assembly and components will be completely compatible and interchangeable with the current slew bearing assembly installed with no modification required to the Reclaimer sub frame to accommodate the replacement bearing. The bidder must complete Essential document T5 and attach a letter of confirmation on a company letterhead that is signed off.
- 8.6 Guarantee on all components supplied in accordance with the requirements of scope and for a period not less than 24 months after the installation of the bearing, which will occur within 3 years after delivery. Complete essential returnable schedule T6 and to attach a letter confirming guarantee on a company letterhead.
- 8.7 The bidder must submit a comprehensive project plan highlighting the following: format must be on Microsoft project plan, activities and processes, steps, milestones, resources, time risk allowance and timeframes. The activities should be from the date of LOA (Letter of Award) to delivery of Slew Bearing. Additional to that the complete bearing assembly and all components must be supplied within 10 months allowed and lead times shorter than 10 months will be rewarded. The bidder to complete essential returnable schedule and to attached to T7 the project plan in Microsoft projects.
- 8.8 The bidder shall provide a provisional QC plan indicating all critical steps in the acquisition of material, manufacturing, assembling, packaging, and delivery of the slew bearing assembly with holding points. The provisional QC plan will have realistic dates (keeping in mind the delivery lead-time) and resources to include the 3D cad model drawing. Attach QC plan to essential returnable schedule T8
- 8.9 The bidder shall submit essential document confirming that the test certificates and data pack of the manufactured slew bearing assembly and components will be submitted upon delivery. Attach a signed letter of confirmation on the company letterhead to essential returnable schedule T9

9. SAFETY RELATED ITEMS

Service provider will be required to adhere to Standard TPT SHEQ specifications requirements if they want to conduct any on site works. Bidders will be required to

wear standard PPE for the site meeting, including hard hat, reflector vest and safety shoes.

10. SHE FILE REQUIREMENTS

Please refer to Annexure J for all SHE file requirements and required for overseeing the onsite installation.

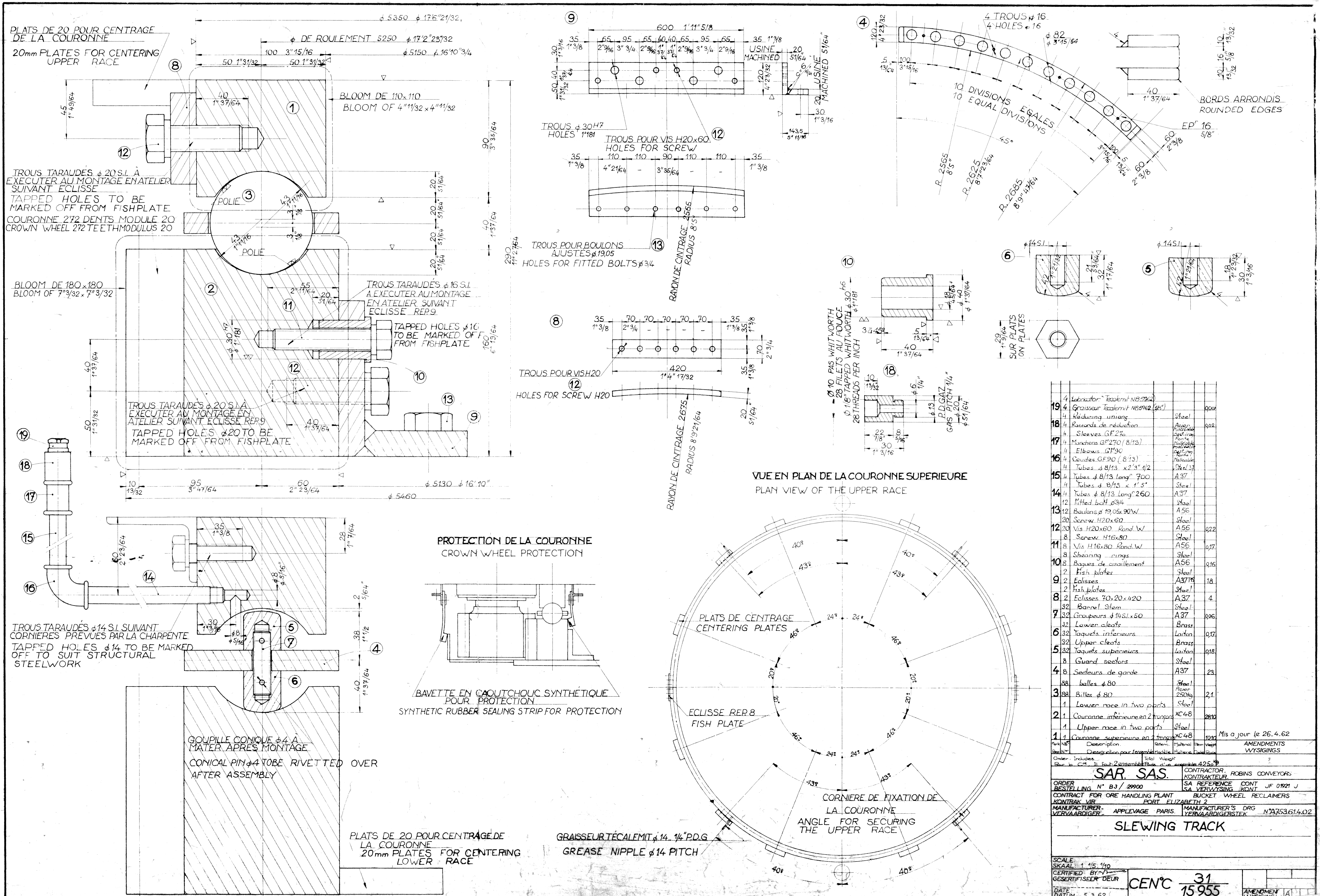
11. ANNEXURES

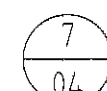
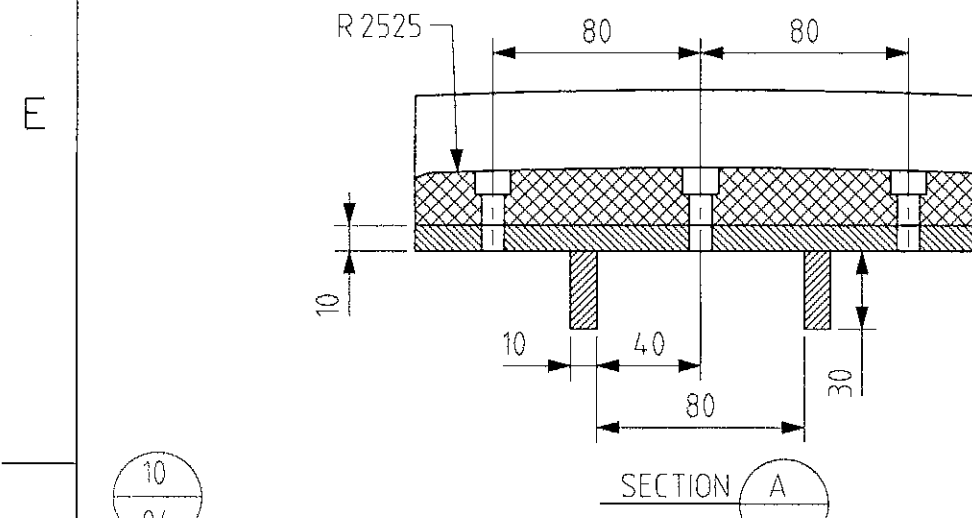
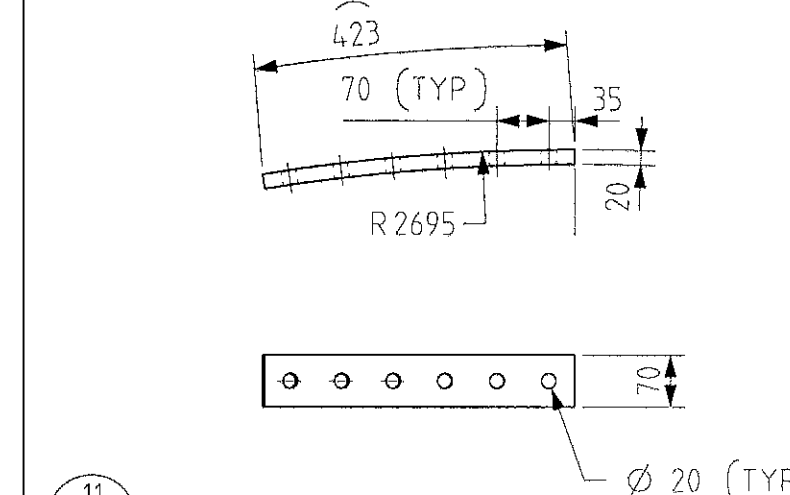
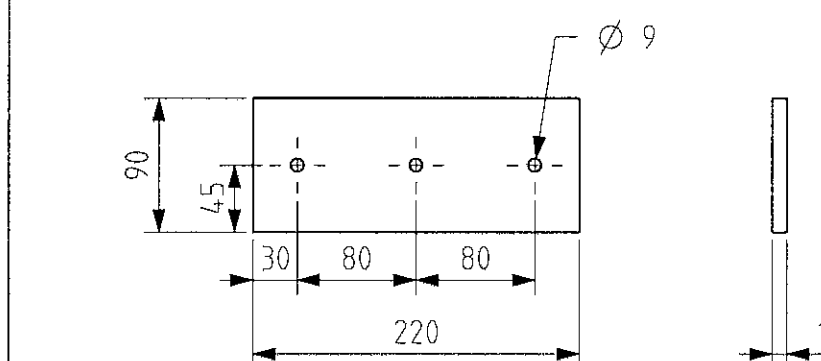
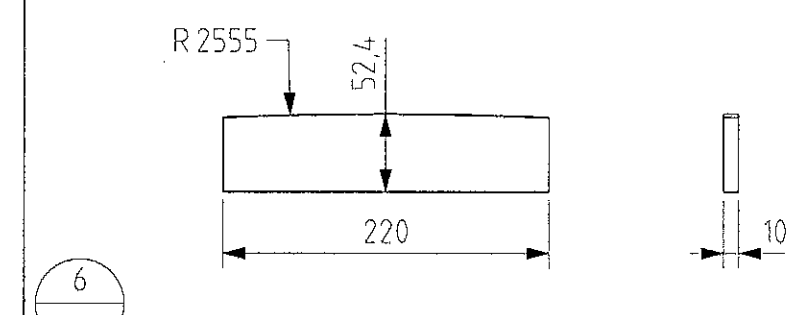
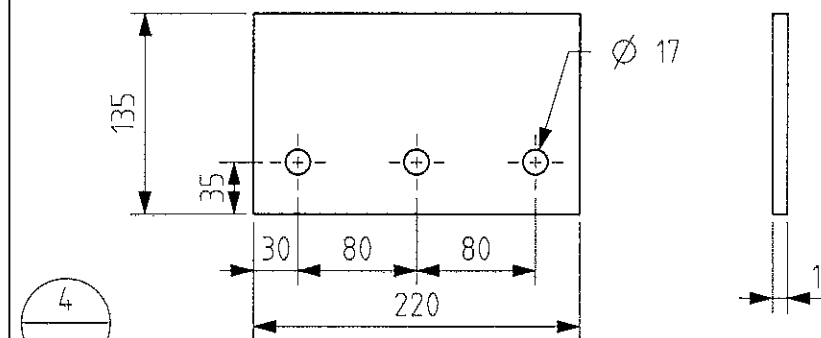
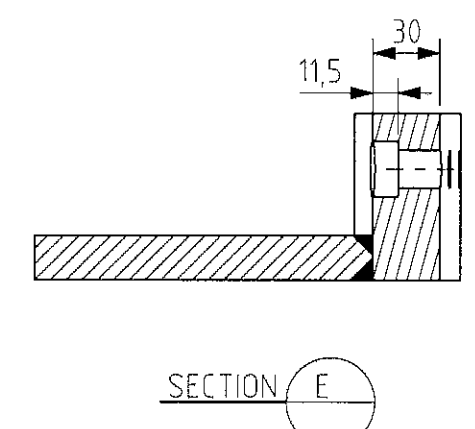
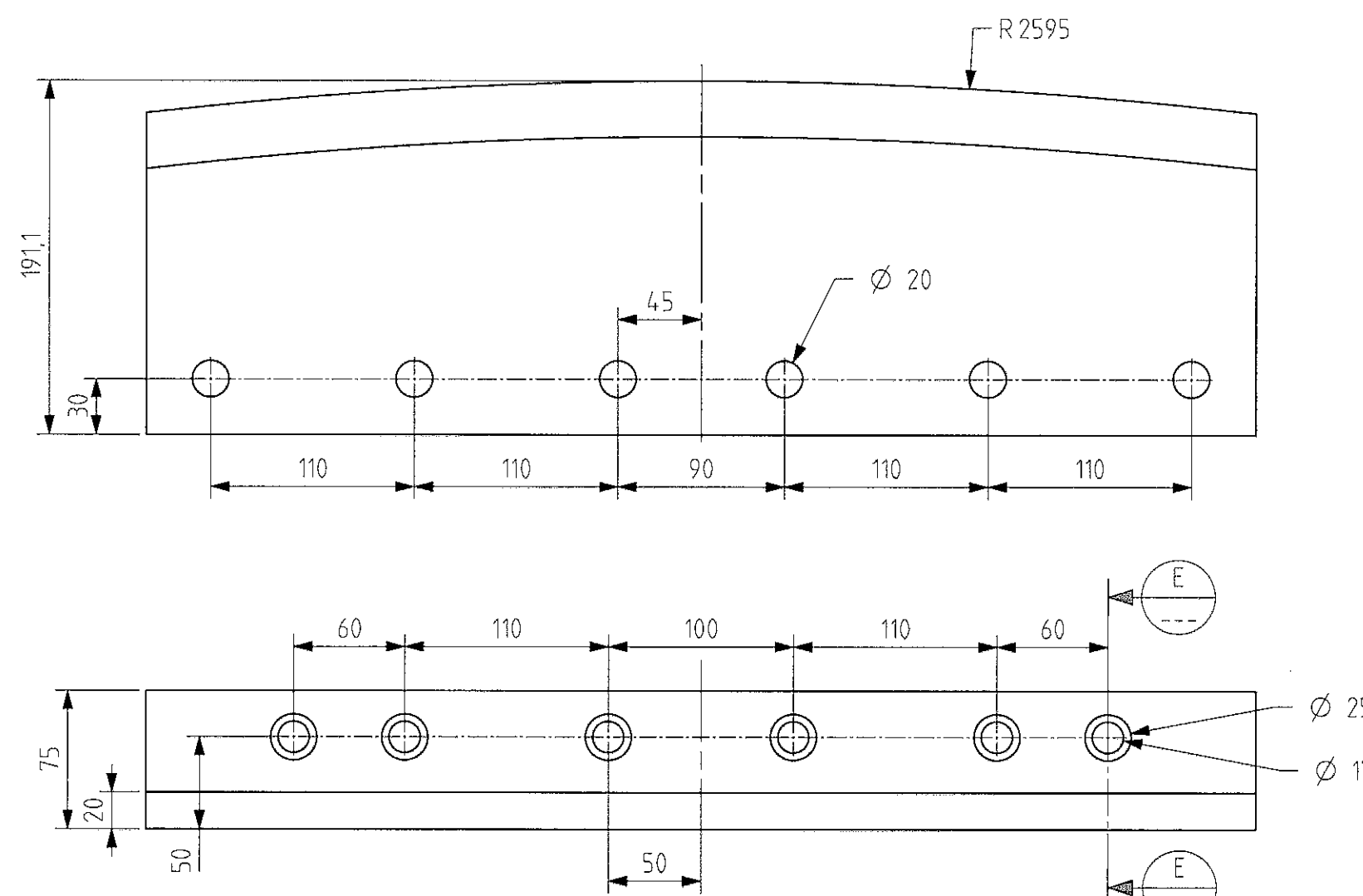
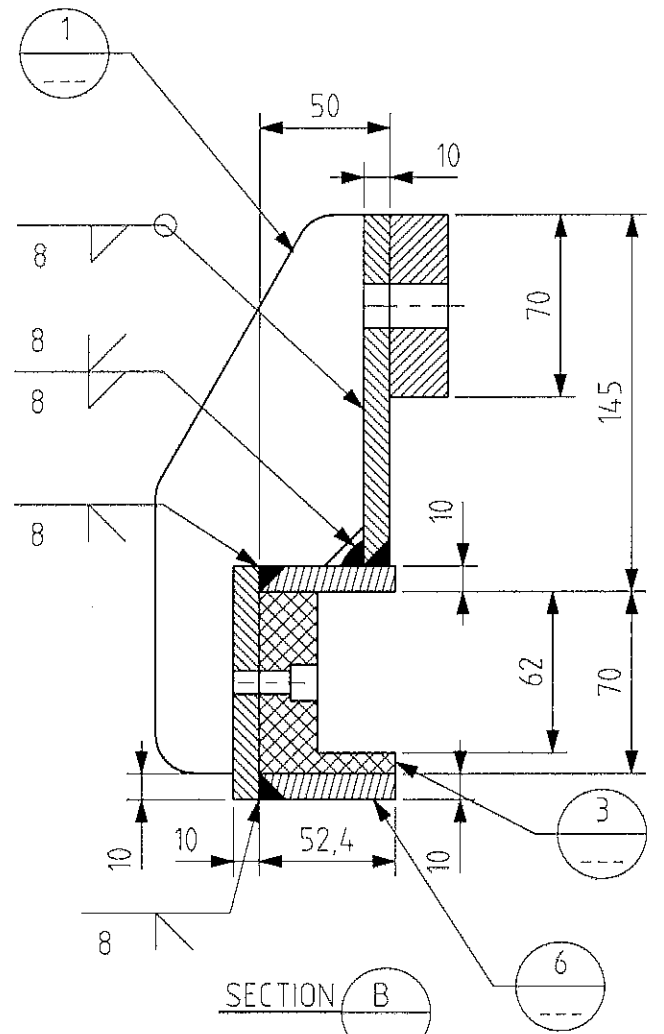
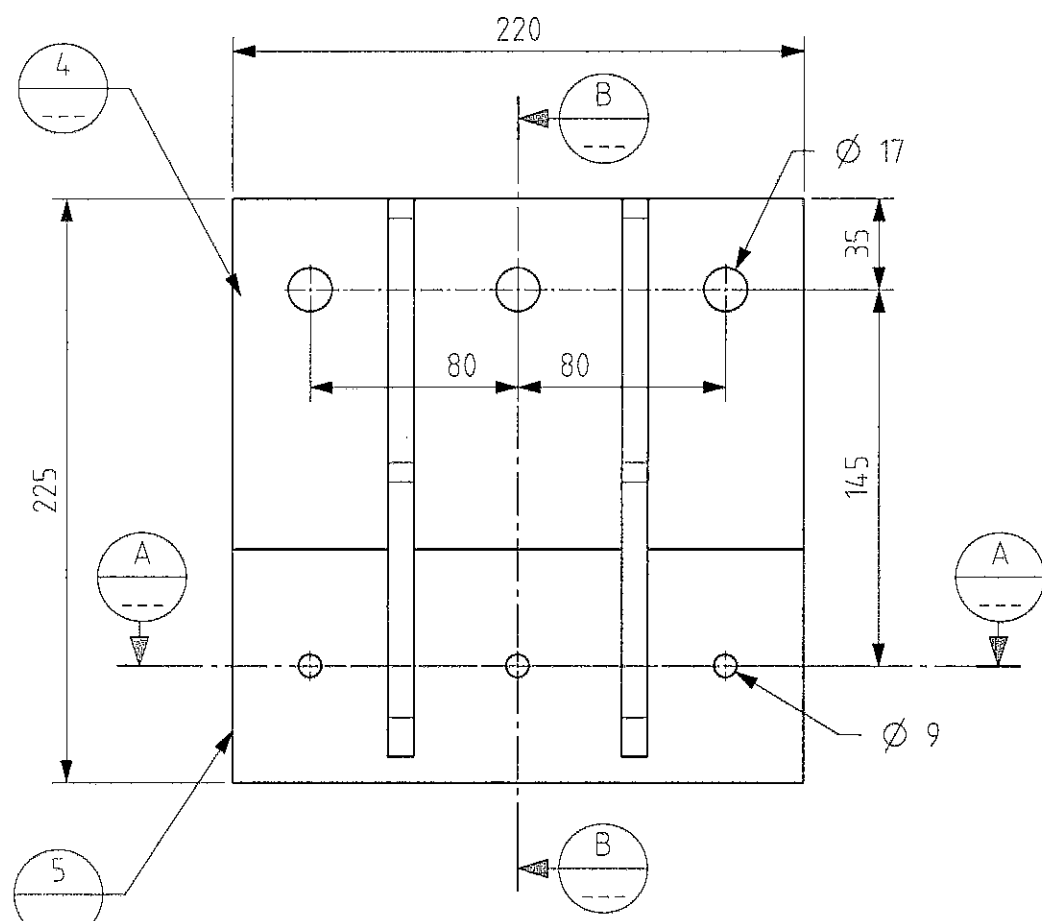
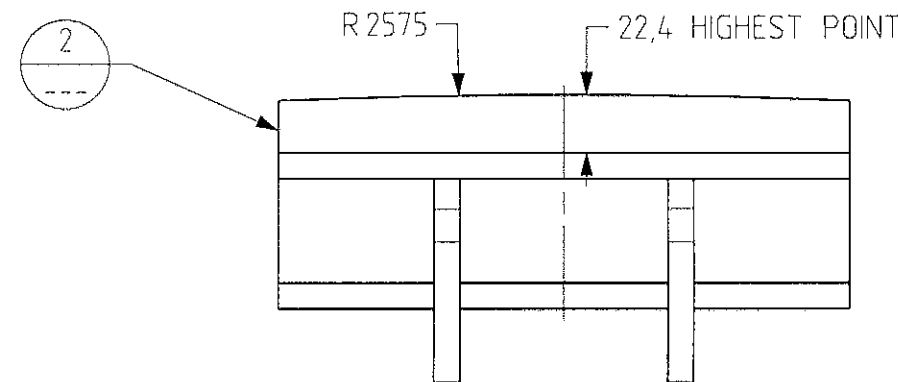
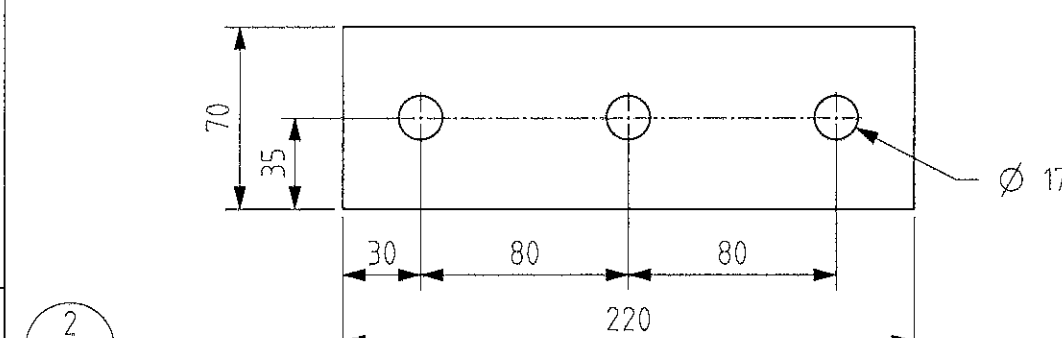
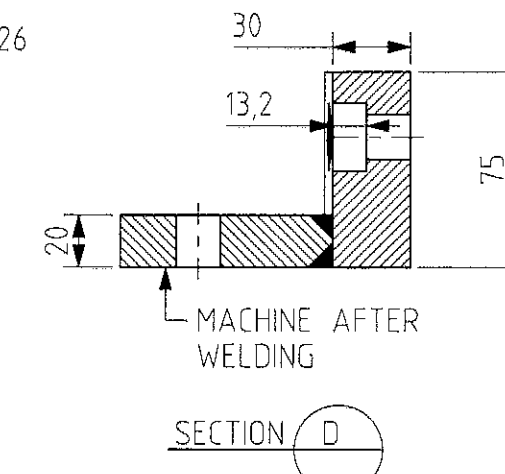
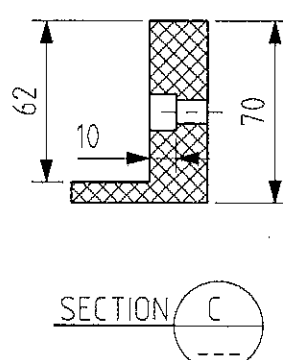
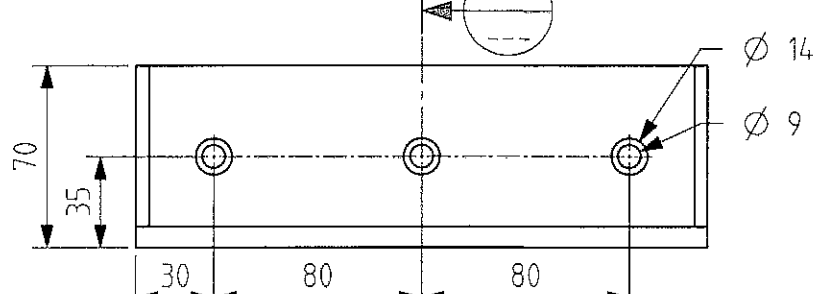
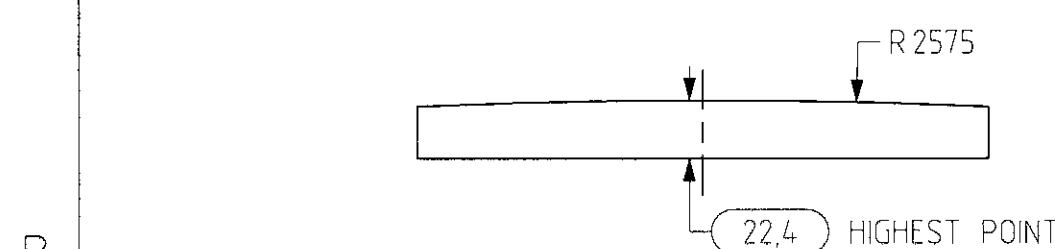
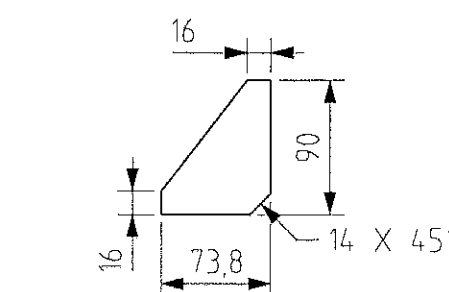
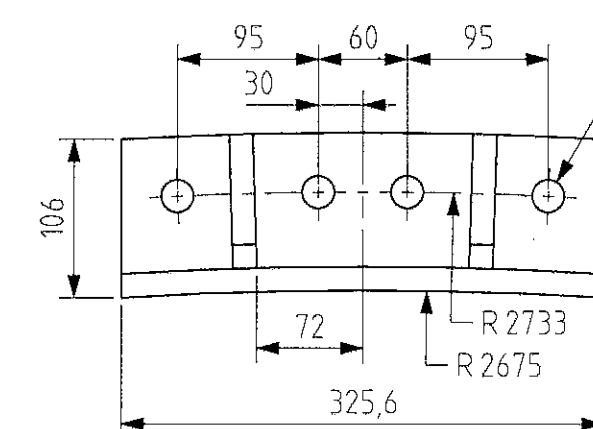
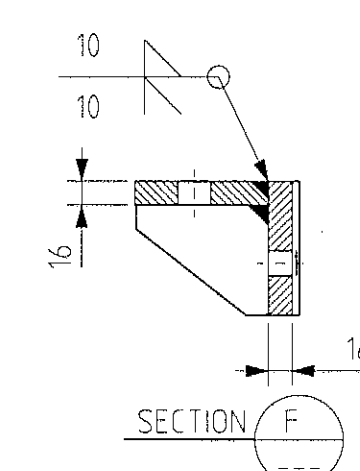
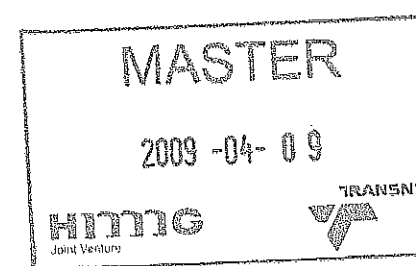
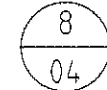
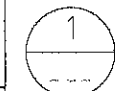
- Annexure A: Slew track (Bearing) Original drawing (1962)
- Annexure B: Slew track retainer modification
- Annexure C: Slew track retainer bearing modification
- Annexure D: Slew track retainer modification detail
- Annexure E: Slew track retainer modification detail (Exploded view)
- Annexure F: EEAM-016
- Annexure G: EEAM-Q-009 QUALITY MANAGEMENT SPECIFICATION
- Annexure H: EEAM-Q-008 CORROSION PROTECTION
- Annexure I: EEAM-Q-004 GEARING SHAFTS BEARINGS BRAKES LUBRICATION VEE-BELTS
- Annexure J: SHE File Requirements.

DOCUMENT PREPARATION

	Name	Title	Signature	Date
Compiled by	K Kalipa	EIT	p.p 	15.11.2022
Reviewed and approved by	K Mbenya	Engineering Manager		15.11.2022

Scope of Work Annexure A - NA753.61.4.02

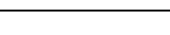




NOTES:

- ALL WELDS TO AWS D11 SANS 1004 & WPS
- NDT UT ALL WELDS LOSI ITEM 5 100% UTI
- FLAME CUT REMOVE ALL BURRS & SHARP EDGES
- CONTACT SURFACES AT FRICTION GRIP CONNECTIONS TO BE BLAST & PRIMED ONLY
- CORROSION/ SURFACE PROTECTION TO SAPO SPECIFICATION HE9-2-8
- ALL BOLT PROTECTION TO SAPO SPECIFICATIONS
- ALL MATERIAL TO SANS 1631 UNLESS OTHERWISE STATED

11	SLEW BEARING TOP RACE SPLICE PLATE	PL 20	SANS 14.31	300WA	2	5
10	SLEW BEARING RETAINER BRACKET ASSEMBLY		SANS 14.31	300WA	12	
9	BEARING RETAINER BRACKET - TOP RACE		SANS 14.31	300WA	12	
8	BEARING RETAINER BRACKET - BOTTOM RACE		SANS 14.31	300WA	12	
7	BOTTOM SPLICE PLATE		SANS 14.31	300WA	7	
6	PLATE 1	PL 10	SANS 14.31	300WA	12	1
5	RETAINER PLATE 5	PL 10	SANS 14.31	300WA	12	2
4	BRACKET PLATE 3	PL 10	SANS 14.31	300WA	12	3
3	BOTTOM RING BEARING PAD		SANS 14.31	300WA	12	3
2	BEARING RETAINER MOUNTING PAD		SANS 14.31	300WA	12	3
1	BEARING RETAINER RIB	PL 10	SANS 14.31	300WA	12	1
PC NO	PART NAME	PART NO	MATERIAL		QTY	MASS

	000	±0.025	±0.05	±0.1	±0.25	±0.5	±1.0
	0.0	±0.1	±0.2	±0.5	±0.75	±1.0	±2.5
	0	±0.25	±0.5	±0.75	±1.0	±1.5	±5.0
	NOMINAL SIZE	>0.5 5	>5 50	>50 100	>100 500	>500 2000	>2000
PROJECTION:		TOLERANCES FOR OPEN MEASUREMENTS					

[illegible]

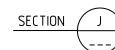
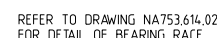
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				TITLE		NAME		SIGNATURE		DATE	
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				ENG. COORD.		HF		<i>[Signature]</i>		28 01 08	
				ENG. MANAGER		ENG. COORD.					
				AREA MANAGER		DISCIP. ENG.					
				PROJECT MGR.		ENG. MANAGER		PVZ		12 02 08	
1 AS BUILT				CW		TjvR		PVZ		24/03/09	
0 ISSUE FOR CONSTRUCTION				CW		HV		PVZ		12/02/08	
NO.		DESCRIPTION		BY		CHK'D		APP'D		DATE	
REVISIONS / ISSUE AUTHORIZATION											
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				NAME		EF				DATE	
				SIGNATURE		<i>[Signature]</i>				12 02 08	
				REG. NUMBER		780107					
				SCALE		1:100				A.1	

TRANSNET
TRANSNET PROJECTS

PE MANGANESE TERMINAL REFURBISHMENT

TPT PORT EXPORT SYSTEM
RECLAIMER A
SLEWING TRACK RETAINER
MODIFICATION DETAIL

PROJECT NUMBER	DW	FBS	DIS	TYPE	ORG. NO.	SHT.	REV.	ID
15000302	2	440	M	DEL	0026	01	1	9



NOTES

- ALL WELDS TO AWS D11 SANS 1004 & WPS
- NDT UT ALL WELDS UOS.(ITEM 5 100% UT)
- IF FLAME CUT, REMOVE ALL BURRS & SHARP EDGES
- CONTACT SURFACES AT FRICTION GRIP CONNECTIONS TO BE BLAST & PRIMED ONLY
- CORROSION/ SURFACE PROTECTION TO SAPO SPECIFICATION HE9-2-8
- ALL BOLT PROTECTION TO SAPO SPECIFICATIONS
- ALL MATERIAL TO SANS 1431, UNLESS OTHERWISE STATED

REFERENCE DRAWINGS

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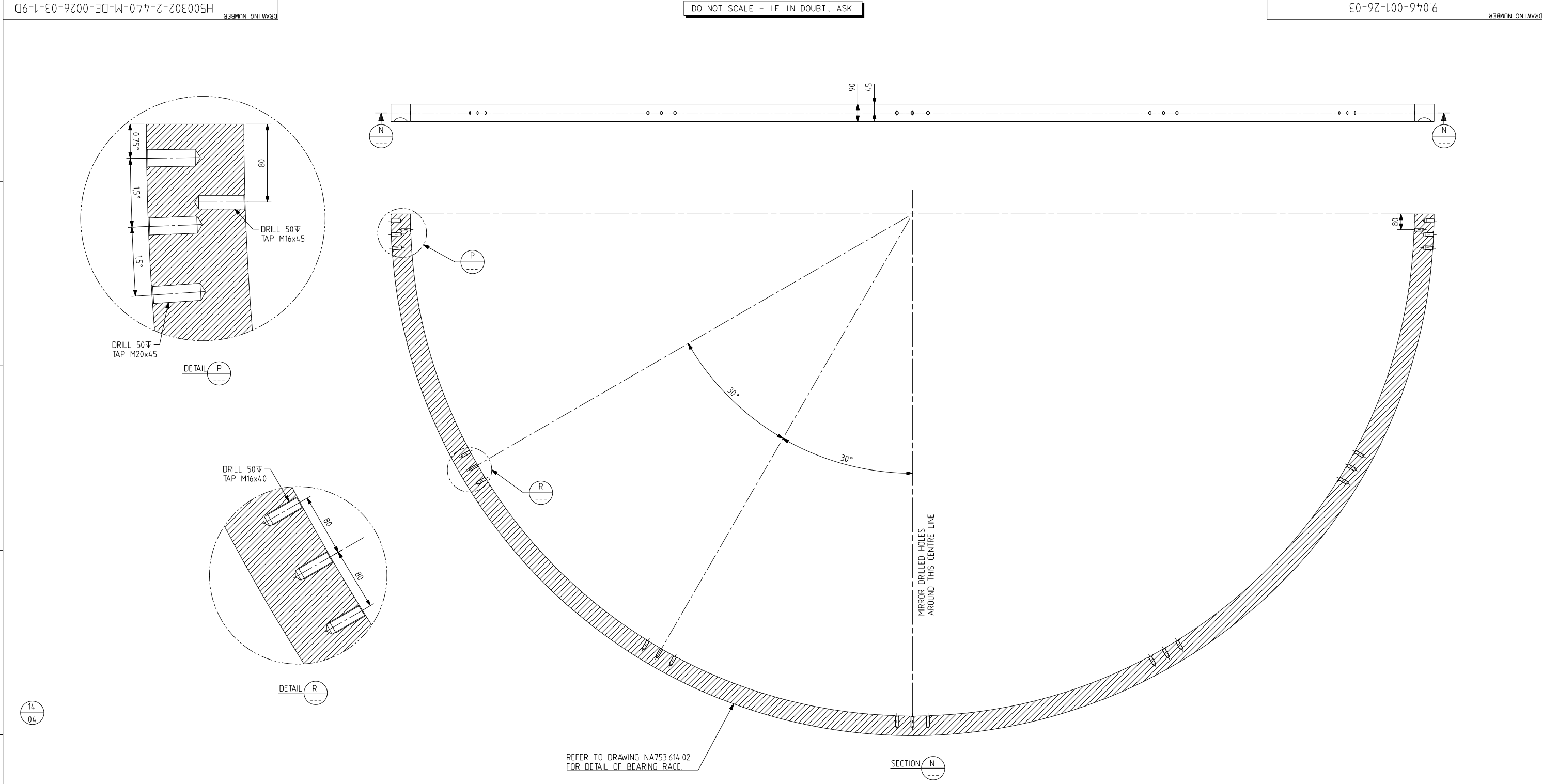
PR.ENG. / PR.TECH.

NAME	EF	DATE		
SIGNATURE		12	02	08

REG. NUMBER	780107
SCALE :	1 / 20

TPT PORT EXPORT SYSTEM
RECLAIMERS
SLEWING TRACK RETAINER
BEARING MODIFICATION

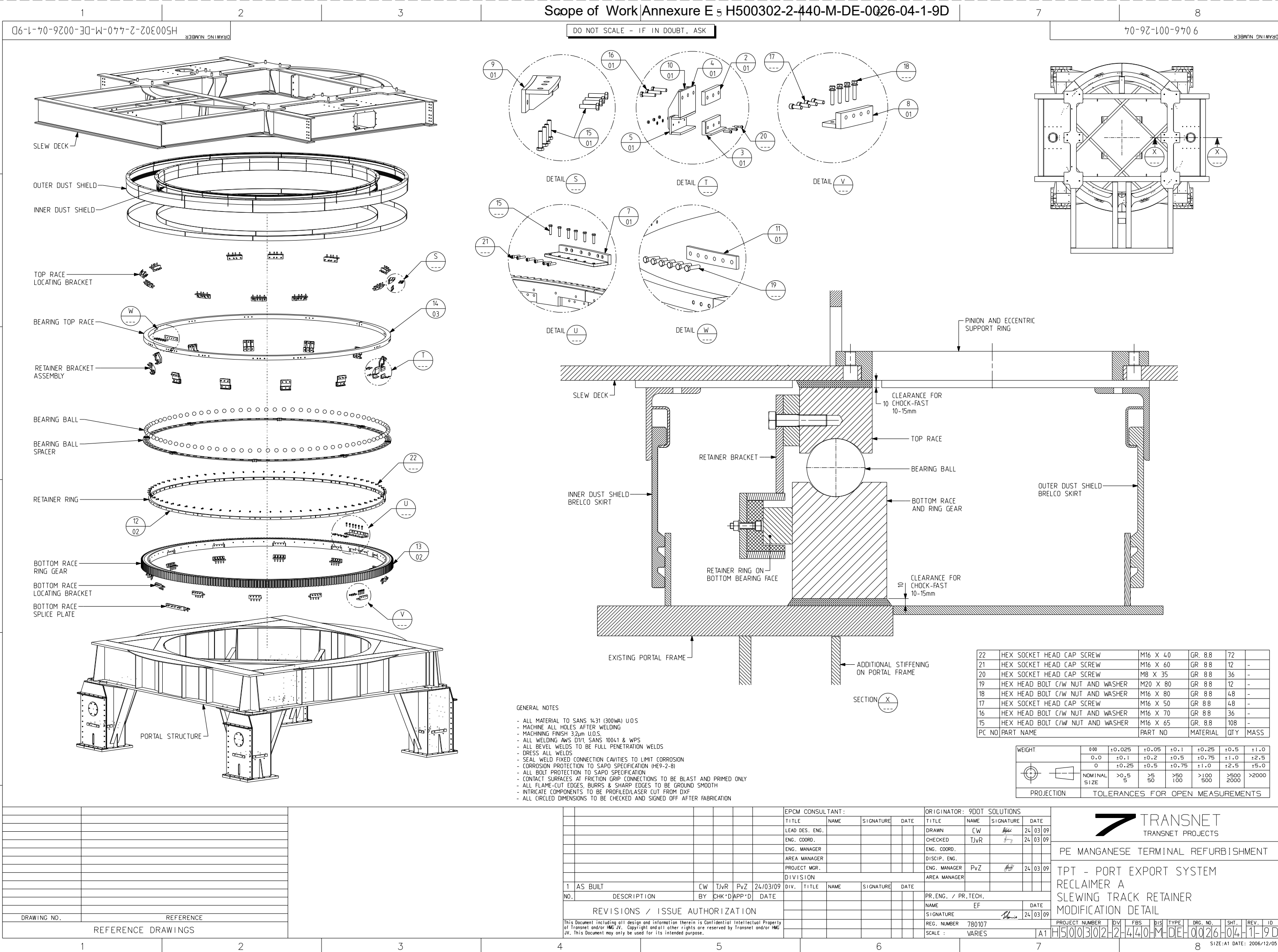
PROJECT NUMBER	DV	FBS	DIS	TYPE	DRG. NO.	SHT.	REV.	I
H500302	2	440	M	DF	0026	02	1	9



- GENERAL NOTES
- ALL MATERIAL TO SANS 1431 (300WA) U.O.S.
 - MACHINE ALL HOLES AFTER WELDING
 - MACHINING FINISH 3.2μm U.O.S.
 - ALL WELDING AWS D11.1, SANS 10041 & WPS
 - ALL BEVEL WELDS TO BE FULL PENETRATION WELDS
 - NDT WELDS, UT U.O.S.
 - ALL WELDS ARE CRITICAL, NDT 100% UT
 - DRESS ALL WELDS
 - SEAL WELD FIXED CONNECTION CAVITIES TO LIMIT CORROSION
 - CORROSION PROTECTION TO SAPO SPECIFICATION (HE9-2-8)
 - ALL BOLT PROTECTION TO SAPO SPECIFICATION
 - CONTACT SURFACES AT FRICTION GRIP CONNECTIONS TO BE BLAST AND PRIMED ONLY
 - ALL FLAME-CUT EDGES, BURRS & SHARP EDGES TO BE GROUND SMOOTH
 - INTRICATE COMPONENTS TO BE PROFILED/LASER CUT FROM DXF
 - ALL CIRCLED DIMENSIONS TO BE CHECKED AND SIGNED OFF AFTER FABRICATION

14	SLEW BEARING TOP		N/A			2	512	
PC NO	PART NAME	PART NO	MATERIAL			QTY	MASS	
WEIGHT								
		0.00	±0.025	±0.05	±0.1	±0.25	±0.5	±1.0
		0.0	±0.1	±0.2	±0.5	±0.75	±1.0	±2.5
		0	±0.25	±0.5	±0.75	±1.0	±2.5	±5.0
		NOMINAL SIZE	>0.5	>5	>50	>100	>500	>2000
PROJECTION		TOLERANCES FOR OPEN MEASUREMENTS						

		EPCM CONSULTANT :				ORIGINATOR: 9DOT SOLUTIONS				TRANSNET TRANSNET PROJECTS	
		TITLE	NAME	SIGNATURE	DATE	TITLE	NAME	SIGNATURE	DATE		
		LEAD DES. ENG.				DRAWN	CW		24 03 09	PE MANGANESE TERMINAL REFURBISHMENT	
		ENG. COORD.				CHECKED	TJvR		24 03 09		
		ENG. MANAGER				ENG. COORD.				TPT - PORT EXPORT SYSTEM RECLAIMER A SLEWING TRACK RETAINER MODIFICATION DETAIL	
		AREA MANAGER				DISCIP. ENG.					
		PROJECT MGR.				ENG. MANAGER	PvZ		24 03 09	PROJECT NUMBER H500302-2-440-M-DE-0026-03-1-9D	
		DIVISION				AREA MANAGER					
		1 AS BUILT	CW	TJvR	PvZ	24/03/09				SCALE : VARIES	
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REVISION 0	REFERENCE EEAM-Q-016 (ORIGINAL SPECIFICATION – HE9.2.2 Ver7)																																						
DOCUMENT TYPE: SPECIFICATION																																							
TITLE: SPECIFICATION FOR GENERAL REQUIREMENTS AND CONDITIONS		PAGE 0 of 16																																					
COMPILED BY: QUALITY MANAGER (COE) KRIS NAIDOO _____ Date:	REVIEWED BY: ENGINEERING MANAGER (COE) JESSENDRAN PILLAY _____ Date:	REVIEWED BY: PRINCIPAL ENGINEER (COE) ROFHIWA TAKALANI _____ Date:																																					
REVIEWED BY: CHIEF ENGINEER (COE) SABELO MZIMELA _____ Date:		AUTHORIZED BY: GENERAL MANAGER ENGINEERING JOSIAH MPOFU _____ Date:																																					
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-1-	Clause 10.6 revised by removing microfilm and removed clause 10.9																																						
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1. SCOPE

- 1.1. This specification covers Transnet general requirements and conditions for the design, supply, erection and commissioning of port equipment and structures and must be read in conjunction with the main specification.

2. GENERAL

- 2.1. Each Tenderer shall provide Transnet with sufficient proof of having suitable experience regarding the designing and/or manufacturing of similar equipment, proven in practise and applied in circumstances similar to those intended by Transnet. To this end, complete and detailed reference lists shall be submitted with the tender.
- 2.2. The equipment in general and the intended operation of the equipment to be supplied, shall be in full compliance with the Occupational Health and Safety Act, Act 85 of 1993, as amended.
- 2.3. The tenderer must submit an offer in accordance with the main specification, and may only then submit alternative offers. Full details as requested in these tender documents should be submitted for each alternative offer. Full details of the differences or deviation from the main offer shall also be submitted.
- 2.4. The Tenderer shall submit a complete list of proposed sub-contractors and suppliers of major components with his tender.
 - 2.4.1. The list of sub-contractors must contain sufficient detail to enable Transnet to grant approval for the respective sub-contracting.
- 2.5. A complete list of major components shall be submitted with the tender, containing sufficient details like make, description, rating, standard of design and manufacture, etc. to enable Transnet Engineers to decide about its suitability in terms of local conditions, availability, past experiences, etc.
- 2.6. To enable Transnet to apply life-cycle costing in comparison of offers, a complete list of major components to be replaced during the life of the equipment shall be submitted, indicating for each item the expected mean time between failures, based on past experience, and total cost of replacement, including labour and material. Any additional material that can assist Transnet to apply life cycle costing can be submitted by the Tenderer.
- 2.7. The equipment as made and supplied shall be complete in every respect, of modern design using most advanced technology extensively supported by reputable local companies, and be designed and built to applicable recognised standards and good engineering practices.
- 2.8. All components to be fitted shall have been tested for reliability and extended lifetime in conditions to be expected.

- 2.9. The Tenderer shall complete the Schedule of Prices. The lump sum quoted for each category shall be deemed to cover all costs of the design, materials, plant and labour of each item to complete the work according to the drawings and specifications.
- 2.10. All special tools, software and devices essential for the effective operation and/or maintenance of the plant and equipment, shall be listed, detailed and quoted for separately in the Schedule of Prices.
- 2.11. Further to clause 11 of the E5M (1980), *Cannot find if this is current* the Contractor shall comply with all Municipal regulations regarding the inspection of any portion of the Works. The Contractor shall further provide the Engineer with documented proof of compliance when so requested by the Engineer.
- 2.12. All handbooks, training manuals, wording on drawings and equipment designation labels shall be in English and the Contractor shall ensure that the correct and accurate translation of English is used throughout.
- 2.13. The works will only be accepted (and the certificate of acceptance issued) when the works has been successfully commissioned and tested, and all final drawings, manuals and other documents required in terms of the contract has been delivered to Transnet and accepted by Transnet
- 2.14. Where "tonne", "ton" or the abbreviation "t" is used, it shall be taken as meaning "metric ton" which is equivalent to 1 000kg or approximately 2 204,62 pound mass.

3. STATEMENT OF COMPLIANCE

- 3.1. All tenders are to be accompanied by a separate clause by clause statement of compliance to the requirements of the main specification, as well as to all its annexures, completed and signed by the Tenderer. A general statement that equipment offered is in compliance with the specification is not acceptable.
- 3.2. Every statement of non-compliance or partial compliance shall be fully defined by the Tenderer.
- 3.3. Where a simple statement of compliance against a particular clause could be insufficient to describe exactly what is being offered, a description, fully explaining the Tenderer's offer, shall be submitted with the tender.

4. COPYRIGHT OF PLANS, DIAGRAMS AND DOCUMENTS

- 4.1. The contractor will grant to Transnet a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act 1978 (Act 98 of 1978) OK, (a) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made other than under the direction or control of Transnet, by the Contractor in connection with the installation, (b) to make free and unrestricted use thereof for its own purposes, (c) to provide copies thereof to consultants to be used by them for the purpose of the consultancy and (d) to provide other parties with copies for tenders invited by it. The Contractor, further more, if any plan, diagram, drawing, specification, bill of quantities, design calculations or other similar document made, other than under the direction or control of Transnet, by any principal or sub-contractor of the Contractor, is used in connection with the installation, shall cause such principal or sub-contractor to grant to Transnet a similar non-exclusive licence in respect of such plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.

5. DESIGN CALCULATIONS

- 5.1. Tenders must be accompanied by a preliminary design analysis and drawings for structural work. The design calculations and drawings shall be sufficiently comprehensive for Transnet Engineers to make a fair and accurate assessment of the essential details and general qualities of the scheme offered. The various loading combinations used for the analysis of the structure must be detailed and submitted with the tender.
- 5.2. At the completion of the Works, the Contractor shall supply as part of the contract, one set of clearly set out, edited and bound, final complete design, stability and stress analysis for all structural items.
- 5.3. Designs based on computer analysis must include properly drawn up, indexed and reference diagrams of all bending moments, shear and axial forces and deflections for all the loading cases. A number reference drawing to facilitate reading of computer printouts must be included.
- 5.4. Structurally critical items shall be identified within the Design Submission.

6. CERTIFICATION

- 6.1. Where applicable, the Contractor shall for each piece of equipment fully completed and taken over by Transnet, submit the necessary certificate of classification and/or certification by a recognised testing authority in compliance with requirements of applicable standards and rules.

7. CONTRACT MANAGEMENT

- 7.1. The Tenderer shall submit a full set of financial statements, as required in terms of the Companies Act, for the last three financial years. This shall include the financial statements, auditor's report and chairman's report of the Tenderer and proposed main sub-contractors.
- 7.2. The Tenderer shall submit an organogram of the company with his tender which shall show all posts down to supervisory level for all personnel who will be directly involved with this contract and down to managerial level for all other posts in the Tenderer's organisation.
- 7.3. The Tenderer shall submit a C.V. of all personnel who will be directly involved with the management and execution of this contract down to supervisory level. This shall include qualifications and past experience.
- 7.4. The successful Tenderer shall be prepared to commit himself in writing to providing Transnet with an adequate, experienced and stable project team for the duration of the contract. Every effort must be exercised by the Contractor to minimise replacement of individual project members in order to ensure optimum contract management continuity. Prior advice and full motivation must be submitted to Transnet before the replacement of any of the Contractor's key personnel involved with the project.
- 7.5. The Tenderer shall submit a detailed barchart showing all major activities and identifying all major milestones to be achieved in this contract. This barchart will be critically analysed by Transnet as it will show whether Tenderers are able to plan the project efficiently. This barchart will be taken into account when evaluating offers received.
- 7.6. The Contractor shall submit a fully detailed schedule within two weeks after the official contract showing all activities from a Work Breakdown Structure commencing from date of contract to the final commissioning and acceptance based on the initial barchart submitted with the tender.
- 7.7. The Tenderer shall submit details of resource management which will be applied to this contract for:
 - 7.7.1. Manpower
 - 7.7.2. Finance
 - 7.7.3. Equipment
 - 7.7.4. Material supply

- 7.8. This should be in sufficient detail to establish where the above resources will be obtained and how they will be managed during the duration of the contract.
- 7.9. It is a requirement of this contract that the Contractor will employ a full time, fully experienced site manager who has been delegated sufficient authority to manage the contract efficiently and safely on site during erection and commissioning.

8. **QUALITY MANAGEMENT**

- 8.1. The Contractor shall be required to install and operate a quality management system which conforms to the requirements of BS ISO 9001/9002.
- 8.2. The Tenderer must submit a detailed statement of his quality system with this tender which shall include the following:-
 - 8.2.1. Statement of quality management policy and objectives.
 - 8.2.2. Statement of the design control system with emphasis on design review procedures and customer requirements evaluation.
 - 8.2.3. Statement of the documentation and change control procedures.
 - 8.2.4. Statement of the quality control procedures that will apply to purchased materials.
 - 8.2.5. Statement of the quality control plan for all components manufactured or supplied so that inspection is carried out to ensure conformance to the specification.
 - 8.2.6. Statement of the quality control procedure that will apply to installation and painting on site.
- 8.3. The sole responsibility for ensuring that the components supplied conform to the specification shall rest with the Contractor.
- 8.4. The Contractor shall notify the Engineer of all inspections at least 3 working days in advance of such inspections. The Engineer reserves the right to have an inspector present at such inspections. The Contractor shall have the relevant quality control plans available at such inspections. The Engineer shall give the Contractor 24 hour notice in writing of his intention to attend the inspections.
 - 8.4.1. Where the contract provides for tests on the premises of the Contractor or of his sub-contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonable demanded to carry out such tests efficiently. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular intervals by a laboratory approved by the National Calibration Services of the Council for Scientific and Industrial Research of South Africa,

or by an equivalent authority in the country of origin of the equipment

- 8.4.2. As and when the equipment has passed these tests, the Engineer shall furnish the Contractor a certificate in writing to this effect.
- 8.4.3. If as a result of such an inspection, examination or test the Engineer decides that such equipment is defective or not in accordance with the requirements, he shall notify the Contractor accordingly, stating in writing his objections and reasons therefore. The Contractor shall timeously make good the defect to ensure that the equipment complies with the requirements. Thereafter, if required by the Engineer, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which Transnet may be put by the repetition of the tests will be deducted from the contract sum.
- 8.4.4. Unless the Engineer otherwise directs, no equipment or materials are to be delivered to site until the Engineer issues an inspection certificate in respect of such equipment. The Contractor shall be responsible for the reception on site of all equipment delivered for the purpose of the contract.
- 8.5. Transnet reserves the right to conduct a quality assurance audit on the Contractor's quality control system at regular intervals.
- 8.6. If required by the Engineer the Contractor shall produce evidence to show that both his welding procedures and welders have passed all the relevant tests required in terms of BS EN 1011 (or equivalent)
- 8.7. The Contractor shall hold design review meetings during the planning phases of this contract. This will be to establish all customer requirements and to provide approval in principle for design interfaces for all designs and specifications to ensure that quality is designed into the final product. Transnet may request a presence at such meetings, themselves or nominated specialist inspectors.
- 8.8. The Contractor shall not change any design or specification feature which has any of the following impacts without formal approval by the Engineer:
 - 8.8.1. Financial
 - 8.8.2. Interface with other equipment or installations
 - 8.8.3. Safety
 - 8.8.4. Departure from customer requirements

9. SITE SURVEY BY CONTRACTOR

- 9.1. Immediately after award of the contract, and prior to final design, the successful Tender shall survey the complete site of final operation of the equipment tendered for. This survey shall serve to confirm dimensions and for relative positions of all items and equipment that will interface with the equipment tendered for, e.g. rail gauges, conveyor position relative to rails, location of electrical power supply points, location and dimensions of any obstacle protruding into the operations envelope, etc.
- 9.2. It will be the contractor's responsibility to ensure that equipment supplied in terms of the contract will interface successfully with existing items and equipment.
- 9.3. Any major deviation from data supplied by Transnet in the tender documents shall be brought to the attention of the Engineer. Any potential impact of a commercial or technical nature shall be discussed and finalised with the Engineer, prior to final design of the equipment.
- 9.4. The Tenderer shall allow in all respects in his tender for this requirement to survey the operation site and confirm tender data.

10. DRAWINGS AND SCHEMATICS

- 10.1. On the contract being placed, the Contractor shall at once prepare and must submit two copies of black line paper prints of the general arrangements, working drawings and schematics for approval by the Engineer. These drawings and schematics must be submitted in a systematic manner, accompanied by an index sheet of all the drawings and schematics in question. Approval in principle by the Engineer must be obtained prior to commencement of fabrication or construction. Time required for preparation and approval of these drawings must be included in the Tenderer's program.
- 10.2. Drawings which are submitted for the Engineer's formal approval shall bear the signature and designation of the Tenderer's "responsible professional Engineer".
- 10.3. General arrangement drawings shall show the complete structural layout arrangements with plan views, elevations, cross sections, location and sizes of members, erection details, cladding details, services where applicable, etc.
- 10.4. Notwithstanding any formal approval in principal of drawings and schematics submitted to Transnet, the sole responsibility for the adequacy of the design, fabrication and installation or erection as well as accuracy of workmanship and quality of all materials, shall rest entirely with the Contractor who will be required to rectify any defects.
- 10.5. The Contractor's fabrication shop drawings and detailed drawings are not required for approval except when the Engineer requests such drawings specifically for approval or to assist him in the inspection of the structure at any stage.

- 10.6. At the completion of the Works, the Contractor shall supply as part of the contract two sets of paper prints and a set of latest AUTOCAD version files in the DXF format of the general arrangement, manufacturing and detailed working drawings and schematics, showing every portion of the work as actually made for the equipment, giving all wording in English and all dimensions in Metric units.
- 10.7. The drawings and schematics shall comply with the applicable SABS, British, EN or ISO standards. The official Transnet title block with the Transnet serial No. and numbering system must be included in the lower right hand corner.
 - 10.7.1. The Contractor will be advised regarding numbering and detailing of drawings.
- 10.8. Prints and CAD files must be delivered not later than 2 months after completion of the commissioning of the equipment.

11. SITE BOOKS

- 11.1. The Contractor shall supply and have available at the site office at all times, the following site books:

- 11.1.1. Site instruction book:

This shall be a suitable carbon copy book, size A4, with two detachable sheets for receiving and recording instructions in triplicate issued by the Engineer or his authorised representative.

- 11.1.2. Site diary book:

This shall be a suitable carbon copy book, size A4, with two detachable sheets for a page to a day and all events affecting the Works, such as arrivals of plans, breakdown of machinery, weather conditions etc., must be entered. The plant, labour and material on site must be recorded as well as work performed.

Entries will be made by the Contractor (or his appointed agent) and signed by both parties daily. The diary may be used to establish the validity of claims for extension of time.

- 11.1.3 Site Safety and Accident Log Book

A means of recording site safety (induction) training, and accidents (however minor) and any other safety related issues.

- 11.1.4 Plant Record Book

A record of all plant and equipment on site, whether owned by the contractor or hired. Certificates to show that the equipment is fully maintained and has the necessary certificates. Records of all personnel trained to use each piece of equipment.

The Contractor shall be permitted to use Electronic means of recording and storing this information provided that the data is backed up daily on a separate device.

- 11.2. These site books will remain the property of Transnet and will be used for reference purposes and during the guarantee period.

12. CO-OPERATION WITH OTHER PARTIES

- 12.1. Departments of Transnet and other contractors may be working in the confines of the contract work site and in the general area surrounding it during the course of the contract. The Contractor shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other contractors and Transnet, and to allow for access and safe working conditions.
- 12.2. The success of the project depends on the effective co-operation of all contractors on site, and the Contractor will if necessary be required to discuss his programme on a day to day basis with the Engineer's Deputy to ensure effective co-ordination.

13. CUSTOMS AND PORT REGULATIONS

- 13.1. The Works are situated within a Customs controlled area and the Contractor and his staff shall observe all Customs regulations within the port area.
- 13.2. The Works are sited within a promulgated port area and the Contractor and his staff shall observe all Port Regulations within the port area. Copies of the Harbour Regulations are obtainable from the Port admin offices.
- 13.3. The fullest collaboration between the Contractor, Transnet and the Engineer is essential in regard to the working of the port.

14. INSTRUCTION OF TRANSNET'S PERSONNEL

- 14.1. Transnet personnel concerned with operating, and maintenance will be made available for instruction by the Contractor in their various functions at the Port concerned.
- 14.2. The necessary formal lecturing on the working, adjustment, maintenance and fault finding procedures shall be arranged for at the Port concerned.
- 14.3. Details of alternative and additional official courses offered shall be specified at tender stage i.e. full procedures, duration, and place of training, competence and qualifications of personnel to be trained.

15. OPERATING AND MAINTENANCE INSTRUCTION MANUALS AND PARTS CATALOGUE

15.1. The Contractor will be required to furnish three final copies of each manual/handbook supplied in terms of the contract. Two bound copies shall be submitted with the third on a CD or other Electronic medium.

15.2. One copy of the preliminary set of manuals/handbooks must be available on site one month prior to commissioning.

15.3. One copy of the final set of handbooks will be kept in the workshop and the Contractor must cover every page of this set with translucent plastic.

15.4. The following manuals shall be supplied as part of the contract:

15.4.1. Maintenance Instruction Manual.

15.4.2. Workshop Reference Manual.

15.4.3. Operator's Manual.

15.4.4. Parts Catalogue.

15.4.5. Training Manual.

15.5. The *Maintenance Instruction Manual* shall include:

15.5.1. Safety instructions to be observed by maintenance and operating personnel.

15.5.2. A general description with illustrations and flow diagrams of the works, indicating all major items, with a functional description of these items.

15.5.3. Full detail of all faultfinding procedures (electrical and mechanical).

15.5.4. Detailed periodic maintenance programmes in respect of the whole of the works, including electrical components and structural work.

15.5.5. Comprehensive data and procedure descriptions (suitably illustrated) on routine maintenance, including intervals, tasks, wear tolerances and lubrication detail.

15.5.6. A list of all equipment that require lubrication must be compiled under the following headings.

15.5.7. Name, description, location.

15.5.8. Recommended lubricant.

15.5.9. Frequency of lubrication.

15.5.10. A list of all PLC fault codes and their probable causes.

15.5.11. Diagrams of all electrical, pneumatic and hydraulic circuits.

15.6. The Workshop Reference Manual shall include:

15.6.1. Safety instructions to be observed by maintenance and operating personnel.

15.6.2. Complete data and procedures on the repair and overhaul of all items of the works.

15.6.3. Detailed diagrams of all electrical, pneumatic and hydraulic circuits.

15.6.4. A list of all PLC fault codes and their probable causes.

15.6.5. A complete listing of the PLC programs.

15.6.6. Data necessary for condition monitoring purposes, like the number of teeth on gears, number of balls/rollers in bearings etc.

15.6.7. Detailed Supplier data sheets on all standard equipment that forms part of the works.

15.6.8. Design, installation, inspection and performance or load test certificates as required by law (including Act 85 of 1993).

15.6.9. Completed commissioning document for the works.

15.6.10. Details of any special tools required

15.7. The *Operator's Manual* must detail the safe and efficient operation of the works, and must include the following:

15.7.1. Safety instructions to be observed by the operating personnel.

15.7.2. Start-up procedure.

15.7.3. Shut-down procedure.

15.7.4. Storm anchoring procedure if applicable.

15.7.5. Diagram showing the lay-out of controls and operator meters and displays.

15.7.6. Detail of the use of the controls and interpretation of the meters and displays.

15.7.7. Detailed check-lists for the daily, weekly and monthly inspections to be performed by the operator.

15.7.8. A list of all fault codes that could be displayed at operator, with a description and detail of what action should be taken by operator

when such a code is displayed.

- 15.8. The *Parts Catalogue* shall comprehensively list all parts of the works with full descriptions, locations, re-order numbers and supplier, and will include illustrated diagrams of assemblies showing all parts of the assembly. A list of suppliers and their contact detail shall also be included.

- 15.9. The *Training Manual*:

15.9.1. Comprehensive pictures and text shall be provided to enable Transnet Academy (the division responsible for training) to compile final training manuals for operator training, including first line maintenance.

15.9.2. Pictures and text shall be in digital format supplied on CD Rom to enable Transnet to edit the content.

15.9.3. To assist the Contractor in compiling the necessary information, the following requirements must be complied with for all major parts of the equipment.

15.9.3.1. Identify (i.e. description and picture of) the part and describe where the part can be found on the equipment.

15.9.3.2. Explain the function of the part; and

15.9.3.3. Describe what the operator has to do to keep the part in good working order.

- 15.10. All final manuals shall be supplied by the Contractor as soon as possible after the works has been successfully commissioned, in order for the works to be accepted (see clause 2.13).

16. RECOMMENDED SPARES

- 16.1. A complete priced list of recommended mechanical and electrical spares to enable Transnet to operate and maintain the installation efficiently for it's useful life and to obtain spares as required must be submitted by the Contractor not later than one month after the finalisation of the design. This list of recommended spares must include full details on the source or supplier in each and every case.

- 16.2. Spares for the equipment must be classified as:

16.2.1. Initial spares which are the major assemblies and critical single items that have been established from experience as being necessary to maintain the installation fully operational after commissioning for a period of twelve months.

16.2.2. Recommended maintenance spares which are the spares that the Contractor recommends as necessary for the maintenance of

the installation over and above the initial spares described above, and include all wearing items and slow moving contingency (insurance) spares.

16.3. Each spare part must be comprehensively described, and Contractors must furnish the manufacturer's part number as well as any applicable international item number.

16.4. Tenderers shall state:

16.5.1 Whether all essential renewable parts for all the equipment will be readily available in the Republic of South Africa.

16.5.2 What after sales service and operational instruction can be offered to Transnet.

17. GUARANTEE AND GUARANTEE PERIOD

17.1. The Contractor shall guarantee that all components and material supplied are new and fit the specified purpose for which they are purchased and are free from any defects in design, workmanship and material and are in strict accordance with the specifications and drawings, unless otherwise agreed in writing by Transnet.

17.2. The Contractor shall agree to replace without charge to Transnet any defective items discovered within 12 months from the date of acceptance, provided that the equipment has been operated and maintained in accordance with the Contractor's written operating instructions; normal wear and tear excluded.

17.3. During the guarantee period the Contractor shall have a branch or local agent at or near the Port with full time personnel available for guarantee repairs. Spare parts and equipment must also be available from the branch or agent.

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END OF SPECIFICATION HE 9/2/9 [Version 7]

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SCOPE OF WORK ANNEXURE G - EEAM-Q-009 QUALITY MANAGEMENT-WCS

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1. Introduction

This Specification outlines the minimum requirements to ensure that products and services supplied to Transnet Port Terminals are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in the Contract, all associated specifications, drawings, codes and standards.

2. Definitions

Term, Abbreviation	Meaning
Data	All drawings/documents/data/information and DP's required to be supplied under the Contract
Data Pack (DP)	A compilation of manufacturing data, certification, inspection and testing records prepared by the Supplier/Contractor to verify compliance with the Contractual requirements.
Employer	For the purposes of this document, the term Employer has the same meaning as applied to the term Client.
Field Inspection Checklist (FIC)	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre- commissioning of the equipment.
TPT	Transnet Port Terminals is the Employer's Nominated Agent in terms of the Conditions of Contract.
Inspection Release Report (IRR)	A document issued to the Supplier/Contractor by TPT advising release of the Materials for shipment. This does not relieve the Supplier/Contractor of its obligations in accordance with the Terms and Conditions of the Contract.
Inspection Waiver Report (IWR)	A document issued to the Supplier/Contractor by TPT advising that TPT has waived final inspection for the materials listed in this document. The issue of this Report does not preclude further inspection by TPT, is issued without prejudice and does not relieve the Supplier/ Contractor from the guarantees and obligations included in the Contract/ Contract. A document prepared by the Supplier/Contractor providing relevant information applicable to the installation and maintenance of the specific equipment, including consumables (eg. oils etc)
Project Quality Plan (PQP)	A document that outlines the Supplier/Contractor's strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the Contract, drawings, codes and standards.
Quality Control Plan (QCP*)	A document outlining specific manufacturing / construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points. For the purposes of this document, the term Supplier/Contractor has the same meaning as applied to the term Sub-Supplier/Sub-Contractor
Supplier/Contractor	This refers to the documentation required to be submitted by the relevant Supplier / Contractor in terms of the Contract.
Supplier/Contractor Data Requirements	These requirements are generally tailored to suit the particular Scope of Work, although it also addresses the manner in which the documentation is required to be submitted, eg Hard copy, Electronic copy etc
Technical Query Note (TQN)	This refers to a document used by the Supplier/Contractor to formally clarify a Technical Query related to the scope of supply. This should not be used where a non-conformance has already been initiated.

3. Applicable Documents

3.1 General

All work performed shall comply with the requirements of this Specification, the documentation referenced in the Contract and the latest revision/edition of the relevant Codes and Standards referenced herein.

3.2 Statutory Regulations

Occupational Health & Safety Act, Act No 85, of 1993 and Regulations as amended.

3.3 Codes and Standards

Document No.	Title
ISO 9001	International Standard Series Quality Systems

WCS have been supplied with 3 documents EEAM-Q-013 Commissioning and Handover, Standard and Technical Data Sheets. There is some renumbering needed

4. Quality System

4.1 General

The Supplier/Contractor shall be responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of Work in accordance with the requirements of this Specification, and the Supplier/Contractor's PQP and QCP's once reviewed and approved by TPT.

The Supplier/Contractor shall ensure that all Sub-Suppliers/Sub-Contractors also conform to the requirements of this Specification.

4.2 Supplier/Contractor Quality System Requirements

The Supplier/Contractor shall have, maintain and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

The Supplier/Contractor shall submit its Quality System documentation to TPT at the time of tender and at Contract Phases as detailed below:

- Project Quality Plan
- Quality Policy
- Index of Procedures to be used
- Programme of internal and external audits

4.3 Supplier/Contractor Documentation Requirements

The Supplier/Contractor shall develop and maintain a comprehensive register of documents that will be generated throughout the project, and shall include all quality related documents. The register shall be submitted to TPT for review.

TPT shall indicate those documents required to be submitted for information/review and/or acceptance and this shall be indicated in the Supplier/Contractors' Document Register. The register shall indicate the dates of issue of the documents taking into account sufficient time to allow TPT review/acceptance cycle prior to the document being required for use.

5. Quality Assurance

5.1 Project Quality Plan

Where specified, the Supplier/Contractor shall submit a PQP to TPT within 28 days after the Contract start date. The PQP shall detail how the Supplier/Contractor's Quality System will be applied to the Scope of Work specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Supplier/Contractor's Scope of Work, and relevant elements of the applicable ISO 9001 standard
- include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements

Include a listing of all special processes (eg. welding and non-destructive testing, cube testing etc) envisaged for use, including confirmation of personnel certification as required

- Include all proposed method statements (for site based work activities)
- Include a description of the Supplier/Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management / coordination of QA / QC activities
- Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable
- Identify in the Project Quality Plan any Sub-Supplier/Sub-Contractor work. Sub-Supplier/Sub-Contractor plans shall be approved by the Supplier/Contractor, and a copy forwarded to the TPT
- Include the proposed Authorised Inspection Authority (where applicable – for example pressurized equipment and systems)
- Include a schedule of proposed quality records

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

Note: Where the Supplier/Contractor is required to provide a PQP, no work shall commence until the PQP is approved by TPT.

5.2 Procedures

The Supplier/Contractor's PQP and procedures shall address the system elements and activities appropriate to the Scope of Work, in compliance with the specified Quality Standard.

Where specified, the Supplier/Contractor shall submit copies of Quality Procedures for review. In addition, the Supplier/Contractor shall ensure that copies of all Procedures relevant to the Scope of Work are available for reference by TPT at each work location.

These will include, as applicable, the following:

5.2.1 Document Control

The Supplier/Contractor's Project Quality Plan shall provide a description of how TPT provided, Supplier/Contractor and Sub-Supplier/Sub-Contractor documents are to be managed. The description shall address as a minimum:

- Management tools and databases
- Receipt, registration and maintenance
- Internal and external distribution to Employer, third parties and Sub-Contractors
- Management of Codes, Standards and Specifications

-
- Internal review and approval routines and authorities
 - How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation.

5.2.2 Design Control

Where the Supplier/Contractor is responsible for any aspect of design related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these design activities.

5.2.3 Procurement

Where the Supplier/Contractor is responsible for any aspect of procurement related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these activities.

5.3 Supplier/Contractor Audits

The Supplier/Contractor shall:

- Carry out audits in accordance with its Quality System at its own and Sub-Supplier/Sub-Contractor's facilities to ensure project quality requirements are being achieved
- Include a QA Audit Schedule in the Supplier/Contractor PQP submitted to TPT prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the Supplier/Contractor and Sub-Supplier/Sub-Contractor during the execution of the Contract
- Where stipulated in the Contract, perform an audit within three months after the Contract start date and thereafter at a minimum frequency of three months. Audit reports shall be submitted to TPT at the completion of each Audit. Where unsatisfactory performance is evident, additional audits shall be performed by the Supplier/Contractor as directed by TPT.

5.4 Transnet Port Terminals Audit

TPT reserves the right to perform quality audits or participate as an observer in Supplier/Contractor audits to verify compliance with the Contractual requirements. The Supplier/Contractor shall within a time frame as agreed upon, correct any adverse audit finding advised by TPT.

6. Inspection and Testing

6.1 General

TPT may, at its discretion perform surveillance inspection at the Supplier/Contractor's premises, SubSupplier/Sub-Contractor's premises or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections TPT may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The Supplier/Contractor shall ensure free entry and access is given to TPT, certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the Supplier/Contractor's and Sub-Supplier/Sub-Contractor's premises, or at the location of the Scope of Work while any work or test is in progress.

The Supplier/Contractor shall provide TPT with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

While TPT is at the Supplier/Contractor's premises, the Supplier/Contractor shall provide, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point with internet access.

The Supplier/Contractor shall provide notice in writing in within a time frame time as agreed upon, to allow the attendance of TPT and other representatives at nominated witness and hold points.

6.2 Quality Control Plans

The Supplier/Contractor shall prepare and submit QCP's to TPT for review in accordance with the requirements of the Contract and PQP.

QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The Supplier/Contractor shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by the TPT.

QCP's shall include reference to all tests specified in the Contract Document.

A typical format for a QCP is shown in Appendix A. The Supplier/Contractor may use its own format providing all information shown in Appendix A is included.

6.3 Inspection Points

The QCP shall identify points in the fabrication, manufacturing and/or installation process that are selected for inspection and shall be denoted by the following inspection codes:

- Hold Point (H) Inspection point in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Holding points require written notification to TPT.
- Witness Point (W) An inspection point in the manufacturing cycle that will be witnessed or verified. If TPT confirms it is unable to attend after being provided with the written notification then manufacture may proceed. Witness points require written notification to TPT.
- Review Point (R) A point at which products and quality records are verified and endorsed. Review points are not notifiable points.
- Surveillance (S) An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

The Supplier/Contractor shall maintain the status of testing and inspection by progressively having the QCP's signed off.

6.4 Revision to Quality Control Plans

Revision of the QCP shall be subject to the same submission, review and acceptance routines as described for the original QCP issue

6.5 Kick off Meeting

After the Contract start date, and prior to manufacture, TPT will require a Kick off Meeting with the Supplier/Contractor to discuss fully the implications of meeting TPT quality requirements. This meeting may be held as part of the Contract kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when sub-Supplier/Contractors of key equipment are engaged.

After mobilization of the Contractor, and prior to the commencement of any construction activities, TPT will arrange for a Quality kick-off meeting to discuss fully the implications of meeting the projects' quality requirements. This meeting may be held as part of the formal kick-off meeting for each contractor, or may be a separate meeting subject to the critical or complex nature of the work.

6.6 Schedule of Inspection

The Supplier/Contractor shall submit a Schedule showing the proposed dates for inspections and tests nominated in the QCP where witness and hold points are required. The Schedule shall be regularly updated with progress and issued to TPT to show the current inspection and test status.

6.7 Field Inspection Checklists

For site installation and construction activities, the Supplier/Contractor shall prepare Field Inspection Checklists (FIC's) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCP's.

FIC's shall be provided to TPT for initial review, and shall be used to record the results of inspection and testing (where applicable), and on completion be submitted to TPT to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

6.8 Inspection Notification

The Supplier/Contractor shall notify TPT in writing at least two calendar weeks prior to the advent of inspections or tests that require witnessing.

For inspections or tests within the country, arrangements shall be confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements shall be confirmed at least seven working days before the event.

Inspection notifications shall include the following essential information:

- Contract Number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test
- Name and telephone number of the Supplier/Contractor's Representative.

6.9 Inspection and Testing

The Supplier/Contractor is responsible for the conduct of all Supplier/Contractor inspections and tests, and includes:

- Documenting inspection and tests result in the QCP's and relevant FIC's
- Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-Supplier/Sub-Contractors
- Inspecting to meet all Contractual requirements, in number, type and form
- Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.

Completed original QCP's and FIC's shall be submitted to TPT in the DP

6.10 Inspection Release

At completion of the Scope of Work, either in total or in phases, TPT may issue an Inspection Release Report (IRR) or a waiver of inspection.

The issue of either an inspection release or waiver of inspection does not relieve the Supplier/Contractor of its obligations under the Contract. The Supplier/Contractor shall ensure a copy of the release note and final expediting release note for transport, where appropriate, is attached to the delivery docket and accompanies the Work to the designated destination indicated in the Contract. Items delivered to TPT without a copy of these documents may not be accepted.

A copy of the inspection release or waiver of inspection shall be included in the DP.

6.11 Special Processes

It is the Supplier/Contractor's responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. Unless specified such procedures are the Supplier/Contractor's responsibility and do not require submission to TPT before work begins. When such procedures are requested, no work shall commence until procedures are approved by TPT.

It is the Supplier/Contractor's responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the Supplier/Contractor and made available to TPT when requested.

Records of qualification of procedures and processes shall be maintained by the Supplier/Contractor in accordance with the applicable procedure or code.

6.12 Welding Procedures

Where the Supplier/Contractor's Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the Supplier/Contractor's Scope of Work. The procedure shall only be submitted to TPT when requested in the Contract.

WPS shall include all welding essential and non-essential variables for each process used, including appropriate test results and shall comply with the standard or code pertaining to welding required in the execution of the Supplier/Contractor's Scope of Work.

When requested in the Contract a suitably marked "weld map" shall be completed by the Supplier/Contractor for all items to be fabricated. A summary of WPS shall be prepared and when used, shall be identified on the weld map.

Where TPT approval is required, fabrication shall not commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the Supplier/Contractor. No welding fabrication will be accepted that is not covered by a TPT approved WPS/WPQR.

Welding Procedure Qualification (WPQ) tests may be witnessed by TPT and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests shall be carried out by an independent approved testing laboratory independent of the Supplier/Contractor. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information shall be taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

Welders/welding operators shall be qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualifications (WQ's) records will be reviewed by TPT in the Supplier/Contractor's works and should NOT be submitted for review.

A register of welders qualified to work shall be maintained by the Supplier/Contractor.

6.13 Material Traceability

Where, and to the extent that material traceability is required, the Contractor shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the Employer.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP

The Contractor shall prepare a schedule of materials and equipment that are subject to traceability requirements.

6.14 Material Certification

Where specified in the Contract the following certificates shall be provided to TPT and included in the DP.

Type A:	A Supplier/Contractor's certificate of compliance with the Contract. This certifies that the goods or services are supplied in compliance with the Contract without mention of any test results (EN10204 certificate 2.1).
Type B:	A certificate issued by a laboratory or test facility independent of the Supplier/Contractor's works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code etc has been complied with. (EN 10204 certificate 3.1 B).
Type C:	The same as Type B, the tests are to be witnessed by a third party (EN 10204 certificate 3.1C).

6.15 Non Destructive Testing

The Supplier shall provide all Non Destructive Testing (NDT) procedures for TPT review and approval where specified. The submissions shall detail the procedures for each technique employed and the acceptance criteria.

The Supplier shall maintain records of NDT procedures and Personnel training records and certification and make these available to TPT or their nominated inspector.

The Supplier shall provide repair methods where NDT inspections are failed for TPT to review and retain.

7. Non Conforming Products

7.1 General

The Supplier/Contractor shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All Supplier/Contractor product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the Supplier/Contractor discovers material or product which is not in accordance with the requirements of the Contract, i.e. a non conformance (NCR), the Supplier/Contractor shall promptly initiate the non-conformance procedure in terms of the Supplier/Contractor's Quality Management System, advise TPT promptly, and provide a copy of the NCR to TPT
- If TPT or its agent identifies a non-conformance and TPT NCR may be raised.
- Originals of all closed out NCR's shall be included in the DP.

7.2 Corrective and Preventative Action

If the Supplier/Contractor proposes a disposition of any non conforming materials or product which varies from the requirements of the Specification or Contract, such a proposal shall be submitted in writing to TPT whose decision on the proposal shall be obtained in writing before the non conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

The disposition of non-conformances which do not vary the requirements of the Contract, specification or drawings may be approved by the Supplier/Contractor following discussion and agreement with TPT.

8. Concession Requests and Technical Queries

8.1 Concession Requests

Where a Supplier/Contractor requests a Concession to deviate from the requirements of the Contract or specified requirements, the Supplier/Contractor shall raise the request with TPT using the format as shown in Annexure B.

The Concession Requests shall clearly identify all elements of the proposed deviation together with

any resulting technical, commercial and/or schedule impacts.

Completed original Concession Requests shall be included in the DP.

8.2 Technical Queries

For clarification of technical issues (only), Supplier/Contractor may submit a Technical Query Note (TQN) to TPT in accordance with the Contract.

The TQN shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original TQN's shall be included in the DP.

9. Inspection, Measuring and Test Equipment

9.1 Calibration

The Supplier/Contractor, including its Sub-Supplier/Sub-Contractors shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant Supplier/Contractor procedures and/or the equipment manufacturer's specifications.

Where calibration is required by an external laboratory, the Supplier/Contractor shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

The Supplier/Contractor should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

9.2 Use of Inspection, Measuring and Test Equipment

The Supplier/Contractor shall ensure that authorised equipment users:

- Use the equipment in accordance with manufacturers instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate
- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

The supplier shall ensure that personnel using equipment are adequately competent, and where necessary, completed the required training.

9.3 Verification of Previous Test Results

Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to Supplier/Contractor's Quality System procedures. The Supplier/Contractor shall then arrange for either in-house or external calibration, and:

- review all previous test results associated with the suspect equipment
- identify the inspections, measurements or tests required to re-validate the results
- ensure that suitable re-testing is performed with calibrated equipment
- document the results of the re-testing on the respective inspection and test documentation.

10. Quality Records

Supplier/Contractors shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work. All Quality Records, including original source material test certificates and non destructive

test reports, shall be retained by the Supplier/Contractor during the project, and be provided to TPT at the times, and in the quantities specified in the Contract.

The Supplier/Contractor shall collate all quality records in the DP and submit the DP to TPT in accordance with the Contract and all referenced standards and specifications. This DP shall be compiled progressively, and shall be available for review at all phases of manufacture or construction activities.

The Scope of Work shall not be complete until the Supplier/Contractor's DP including the quality records from Sub-Supplier/Sub-Contractors have been reviewed and accepted by TPT.

The DP shall be compiled progressively during the execution of the Scope of Work and shall be made available for review by TPT as required.

[illegible]

Request for Concession No:			
B. SITE ADMINISTERED CONTRACT?	Yes ☐	Nn ☐	Go to "D"
Possible QC implications:			
☐ Recommendations ☐ Recommended with the following Conditions:		☐ Rejected	
Site Construction Manager:		Signature:	Date:
Site Engineer:		Signature:	Date:
C. RECOMMENDATION BY CONTRACT ADMINISTRATOR: Name:			
Signature		Date:	
D. RECOMMENDATION BY ENGINEERING:			
☐ Recommended	☐ Rejected	☐ Conditional, with the following	
recommendations:			
Package Engineer:		Signature:	Date:
Lead Discipline Engineer:		Signature:	Date:
Engineering Manager:		Signature:	Date:
Comments:			
E. PROJECT MANAGER DISPOSITION: Accepted ☐ Rejected ☐			
Name:		Signature	Date:
F. EMPLOYER DISPOSITION: Accepted ☐		Rejected ☐	☐

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Revision -1-			
CONTENTS			
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1. SCOPE

- 1.1. This specification covers Transnet Port Terminals requirements for protective coating of iron and steel structures, electrical motors, gear boxes etc. against corrosion and must be read in conjunction with the main specification as well as the following (latest editions):-

BS EN ISO 8502 "Preparation of steel surfaces for coating"

BS EN ISO 1461 "Hot-dip (galvanized) zinc coatings"

BS 5252 "National colour standards for paint"

BS 5493 "Code of practice for protective coating of iron and steel structures against corrosion"

2. TYPES OF CORROSION PROTECTION TO BE USED

- 2.1. The coatings specified in this specification are chosen according to BS 5493 Table 3, part 9, to ensure that the condition of the surface will be at least RE2 on the European scale of degree of rust, after 10 years in a environment of frequent salt spray, chemicals and polluted coastal atmosphere. During the 10 years, the normal maintenance painting will be done.
- 2.2. The paint manufacturer shall guarantee the paint for at least 10 years.
- 2.3. Should a tenderer wish to offer coating systems other than those specified, as an alternative, he shall submit full technical details and a list comparing all appropriate details of the alternatives proposed, with the original specified.
- 2.4. Tenderers must ensure that the different coats they offer in their tenders are compatible with each other.
- 2.5. The coating of proprietary items must be done according to Clause 3.
- 2.6. All galvanized components including bolts and nuts but excluding walkway gratings, must be painted with the specified system, unless otherwise approved.

The following coating systems must be used unless otherwise specified in the main specification:-

Substrate	Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
3CR12 steel (EN 10088)	1	Surface tolerant epoxy primer	DULUX /SIGMA Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX / SIGMA Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Galvanized Steel	1	Surface tolerant epoxy primer	DULUX /SIGMA- Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX /SIGMA- Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Substrate	Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
Mild steel	1	Two component self curing inorganic zinc ethyl silicate OR two component zinc rich polyamide cured	DULUX /SIGMA- Sigma Sigma zinc 160 OR Sigma-cover primer	65-75

	epoxy primer	INTERNATIONAL (PLASCON) Interzinc 52	
		STONCOR (CHEMRITE COATINGS) Carbo Zinc 11 OR Carbo- Zinc 658 Primer	
2	Flexible recoatable high build polyamide cured MIO epoxy	DULUX/SIGMA – Sigmacover CM 456	125-150
		INTERNATIONAL (PLASCON) Interseal 670	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss	65-75
		INTERNATIONAL (PLASCON) Interthane 990	
		STONCOR (CHEMRITE COATINGS) Carboline 134	

- 2.7. The paint manufacturer's recommendations for the application of the different coating systems, curing time before handling or application of subsequent coats, health and safety recommendations etc. must be carefully adhered to.
- 2.8. Paint contractors must have a quality management system which must be submitted to the Engineer for approval before commencement of the work.
- 2.9. Galvanizing shall be done to BS EN ISO 1461 heavy duty hot dip galvanizing to a thickness of at least 85µm. Electroplated components in zinc or cadmium are not acceptable.
- 2.10. All mounting bolts, nuts, washers and brackets as well as all fixing bolts, studs nuts and washers, less than 12mm, shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.
- 2.11. High tensile bolts for friction grip joints must not be galvanised and must be primed and painted after installation. High tensile bolts must be certified.
- 2.12. The full paint system shall be applied to all surfaces except for wear pads, linings etc., which are to be covered with appropriate protection.
- 2.13. For steelwork which will be transported over long distances and erected on site the two pack epoxy primers is preferred.

3. PROPRIETARY ITEMS

- 3.1. Proprietary items such as gearboxes, motors, brakes etc. must either be painted according to this specification or where the coating system is equal to or exceeds this specification sufficient proof of the coating system applied must be provided. Items which are nearly equal to this specification shall be given a finishing coat according to this specification's thicknesses and final colours and to the following procedure:-
 - 3.1.1. A cross cut test must be done to BS EN ISO 2409 to determine if the original coating adheres correctly to the substrate;
 - 3.1.2. The original coating shall be rubbed down to remove any smooth finishing to form a suitable key for the finish coat and any damaged areas prepared and patch primed with a suitable primer;
 - 3.1.3. The item must then be detergent washed to remove any foreign matter, taking care that no dust, solvent etc. contaminates any working part of the item;
 - 3.1.4. A test shall be done on the existing coat to ensure that the finish coat will not react with and cause undue dissolving and lifting of the existing coat. This can be done by applying a small quantity of the finishing coat thinners.
 - 3.1.4.1. Should any undue dissolving or lifting occur, a suitable intermediate or barrier coat must be applied before the finishing coat is applied.
 - 3.1.5. Proprietary items which failed the cross cut test and which generally have inadequate protection shall be dismantled and the full corrosion protection specification applied.

4. SURFACE PREPARATION

- 4.1. All steel surfaces shall be detergent washed and fresh water rinsed to remove all oil, grease and surface contaminants before shot blasting.
- 4.2. Sharp edges shall be radiused and major roughness of welds shall be removed by grinding. Welding spatter and flux shall be removed.
- 4.3. Components manufactured from hot rolled steel sections and steel plate shall be blast cleaned to base metal in accordance with Swedish Standard SSPC SP10 grade SA2½ - very thorough blast cleaning, to remove all mill scale, rust, weld spatter etc.
 - 4.3.1. "Sharp" chilled iron shot, chilled iron grit, or granular abrasive slag is to be used to produce a proper degree of surface roughness.
 - 4.3.2. Blast profile shall be determined by micrometer profile gauge, Keane-Tator surface profile comparator or Testex press-o-film.
 - 4.3.3. The profile height shall be between 40 and 50µm at any point.
- 4.4. Good quality blast cleaning and spray painting equipment shall be used. Air used for spraying and blast cleaning shall be free from all traces of oil, water and salinity. Water and oil traps must be fitted to all equipment.
- 4.5. Wheel abrading equipment shall not be used unless an angular profile the same as clause 4.3.3 is achieved.
- 4.6. When wet blasting is done the primer shall be applied before oxidization starts or surface contamination occurs.
- 4.7. Components manufactured from 3CR12 steel shall be lightly abraded. The components shall then be passivated by using a mixture of 10 - 15% nitric acid in water which is rinsed off after 10 - 15 minutes. The surface shall be neutralized to pH 7 before it is coated.
- 4.8. Hot-dip galvanized components, galvanized bolts and nuts etc. shall be lightly abraded with a galvanizing pre-cleaner. The components shall then be washed with detergent and water and washed down with clean water until a water break free surface is achieved. Allow to dry thoroughly.

5. JOINTS AND MATING SURFACES OF MEMBERS

- 5.1. Mating (faying) surfaces of members which have to be joined by high tensile steel bolts in friction grip shall be cleaned according to Clause 4 and painted with primer only.
 - 5.1.1. After being assembled joints so formed shall be seal welded and painted or after the intermediate coat was applied the edges shall be sealed with an approved brand of paintable flexible sealant or mastic (e.g. Butyl rubber, polyurethane sealer or two component epoxy), by means of a suitable caulking gun.
- 5.2. All rivets, bolts, welds, sharp edges etc. must be covered with a "stripe coat" of the primer or intermediate coat specified to ensure the correct dry film thickness on sharp edges, as well as sealing of bolt threads to head etc.
- 5.3. All other mating surfaces must be sealed with an approved brand of flexible Butyl rubber, paintable Silicone, polyurethane sealer or two component epoxy sealer, and joined while still wet. All excess compounds must be completely removed.

6. PAINTING PROCEDURES

- 6.1. Directly before the application of paint, the area to be painted shall be degreased with a suitable degreaser and left to dry.

- 6.2. Paint shall only be applied under the following conditions:-
 - 6.2.1. There is adequate light.
 - 6.2.2. The steel temperature is between 5 and 50°C and at least 3°C above the dew point of the air.
 - 6.2.3. The relative humidity of the air is between the limits specified by the paint supplier.
 - 6.2.4. Wind does not interfere with the method used and sand and dust cannot be blown onto wet paint.
- 6.3. Steelwork shall be supported on trestles, at least 900 mm off the ground for painting purposes.
- 6.4. An adequate number of test readings shall be taken per square meter in order to determine the dry film thickness.
 - 6.4.1. The paintwork shall be acceptable if the average of the test readings taken falls within or exceeds the ranges given.
 - 6.4.2. Paintwork shall not be acceptable if any single test reading is less than the specified minimum thickness.
- 6.5. An ultrasonic or electronic magnetic flux thickness measurement gauge shall be used, but in case of dispute, destructive testing shall be applied. The painted steelwork shall present a clean, neat appearance of uniform colour and gloss as applicable to the paint used. Each coat of paint shall be applied as a continuous, even film of uniform thickness. More than one application of paint may be required to achieve the dry film thicknesses specified or to obliterate the colour of the previous coating.
- 6.6. The use of thinners or solvents at any stage of the work is prohibited, unless specified by the paint manufacturer.
- 6.7. Precautions shall be taken to prevent coatings from being applied to equipment nameplates, instrument glasses, signs etc.

7. COLOUR CODES

Machinery and equipment shall be painted in the following final colours:-

	Area	Colour	Code No. [091 BS 5252 and International No's]
7.1.1	Mobile equipment (cranes, loaders etc.)		
	a) Structure, machinery and electrical houses, operator's cabins, chutes, hoppers etc.	Transnet Red	RAL 3020
	b) Undercarriage, travel bogies, rubber tyred rims	Transnet Red	RAL 3020
7.1.2	Industrial buildings, conveyor structures		
	a) Roofs and canopies	Pantone cool grey 10	RAL 7037 (Staubgrau)
	b) Painted walls	Pantone cool grey 3	RAL 7035 (Lightgray)
	c) Steel columns, rafters, trusses	Pantone cool grey 5	RAL 7004 (Signalgray)
7.1.3	General		
	a) Guards	Golden yellow	RAL 1003
	b) Sheaves	Orange	RAL 2008
	c) Cable reels (Stainless steel)	Orange	RAL 2008
	Machine buffers and parts of machine which could constitute a serious hazard	Golden Yellow (High Gloss) with Luminous green stripes in chevron pattern	SABS B49 and Luminous green

Area	Colour	Code No. [BS5252 and International No's]
e) Any exposed rotating part of machinery, electrical Switch-gear (other than starting and stopping devices and emergency stop control), electrical services e.g. conduit and allied fittings	Light Orange (High Gloss)	SABS 1091 B26 BS 381C-557 RAL 2007
f) Low voltage switchgear panels where orange is not aesthetically acceptable	Light grey	RAL 7035
g) Medium voltage cable trays, switchgear and motors (3,3 kV and up)	Saphire Blue	RAL5003
h) Starting devices, low voltage cable trays and switchgear	Moss Green	RAL6005
i) Transnet Logo	Transnet Red (Traffic Red)	RAL 3020 on White (RAL 9010) Background
j) Parts of stationary machinery (Electrical, motors, gearboxes, brakes, transformers, etc.)	Light Grey	RAL 7035
k) Hand levers, hand wheels, oiling points, handrails on walkways, ladders	Golden Yellow (High Gloss)	RAL 1004
l) Stopping devices, grease points, motor fan covers and danger signs (not symbolic safety signs for which see SABS 1186)	Signal red (High Gloss)	RAL3001
m) Walkways (non slip surfaces) (galvanized gratings not to be painted)	Shop floor green or black	
n) Informatory signs and notices (not symbolic safety signs for which see SABS 1186)	White on Emerald Green (High Gloss)	White on RAL 6001

Area	Colour	Code No. [SABS 1091 and International No's]
7.1.4 Pipe lines		
a) Reclaim water piping	Aluminium	
b) Slurry pipe lines	Iron Grey	RAL 7011
c) Fire protection piping	Signal red	RAL 3001
d) Washwater drain pipes	Light grey	RAL 7035
e) Instrument air	White with Strong blue band	White RAL 5005
f) Plant air	White with Flag blue band	White RAL 5015
g) Potable water	Grass green	RAL 6010

7.1.5 Colour bands for pipes shall be 75 mm wide for pipe sizes up to 150 mm diameter and 100 mm wide for 150 mm and above. The colour bands shall be applied to the pipe flanges, valves, junctions, walls or structures etc. in such a manner that the pipe may be easily identifiable. On straight sections the maximum spacing shall be 100 x the pipe diameter.

8. FIELD TOUCH-UP PAINTING

8.1. Damaged and unpainted areas, fasteners, welds, etc. shall be cleaned by wire brushing with hand tool or power tool in a manner which will minimize damage to sound paint. Grinding will not be allowed. Rust spots shall be cleaned to bright metal. Thick edges of old paint abutting on bare metal surfaces shall be feathered by scraping and sanding.

8.1.1. Where welding is required on areas already coated with the coating system, the coat should be stepped back for ± 30 mm around the weld area.

8.2. The paint shall be applied to match the original coats in accordance with the manufacturer's recommendations for the specific paint system.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

8.3. Areas of damaged galvanizing shall be repaired with an approved cold galvanizing product or metal sprayed by the wire spraying process with Zinc, and then touched up with the specific paint system.

9. GENERAL

9.1. All walkways, floors, maintenance platforms etc. must be painted with a durable, non skid coating of the appropriate colour.

9.2. Exposed machined surfaces must be coated with a strippable corrosion inhibitor (e.g. Tectyl).

9.3. Where different materials will be in contact with each other and galvanic corrosion can occur the contact areas of the materials must be isolated from each other or the joints made water proof to prevent ingress of moisture.

9.4. All components must be designed with corrosion prevention in mind and specifically the following:-

9.4.1. No entrapment of dirt, product, moisture etc.

9.4.2. No areas must be inaccessible for maintenance such as too narrow gaps etc.

9.4.3. Large flat areas rather than complicated shapes and profiles.

9.4.4. No sharp corners and discontinuous welds.

9.5. Parts of equipment which are exposed to high temperatures must be coated with the following system:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Two component self curing inorganic zinc ethyl silicate	DULUX /SIGMA-Sigma Xinc 160 INTERNATIONAL (PLASCON) Interzinc 52 STONCOR (CHEMRITE COATINGS) Carbo Zinc 11	65-75
2	Single component high temperature moisture curing silicone with aluminuim flakes	DULUX/SIGMA – Sigmatherm Silicate INTERNATIONAL (PLASCON) Intertherm 50 STONCOR (CHEMRITE COATINGS) Thermaline	40

10. MAINTENANCE PAINTING OF STRUCTURES

10.1. Areas which are only lightly corroded must be cleaned by means of high pressure water blasting or wire brushing by power tool and the following system applied:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Surface tolerant two pack epoxy primer with aluminuim pigments	Dulux/SIGMA Aluprimer STONCOR (CHEMRITE COATINGS) Carbomastic 15 INTERNATIONAL (PLASCON) Intergard 242	125-150
2	Same as first coat OR micaceous iron oxide (MIO) epoxy	DULUX/SIGMA – Sigmacover 456 INTERNATIONAL	125-150

		(PLASCON) Interseal 1052	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75

10.1.1. Alternatively, the Noxyde paint system can be used, consisting of two to three coats of water based Noxyde paint to achieve a DFT of 350 to 400 microns. Where the Noxyde system is used on areas other than slightly corroded structural areas, the following additional requirements must be observed:

10.1.1.1. Very smooth surfaces (e.g. 3CR12, stainless steel or hot-dip galvanized components, bolts, nuts and fittings, and HT bolts): Parts must be thoroughly degreased using OptiDegreaser, washed down with potable water, and immediately when dry, a single coat of OptiPrimeAqua applied.

10.1.1.2. Paintable flexible sealant/mastic: Only sealant approved by the paint manufacturer may be used, and an initial coat of OptiPrimeAqua applied over it before the further coats of Noxyde are applied.

10.1.1.3. Bolted/rivited connections: After blasting or and/or cleaning as required, apply a coat of OptiPrimeAqua and an additional stripe coat of Noxyde, in contrasting colour, to all bolt/nut and plate edges and crevices.

10.2. The adhesion of old coatings must be verified by doing a cross cut adhesion test on selected areas.

10.3. The compatibility of the new paint system on the old coating must be tested and guaranteed in writing by the paint supplier.

10.4. The work and coating system must be guaranteed for a minimum of 12 months.

10.5. All heavily corroded areas must be shot blasted to minimum SA2 and the three coat system indicated in clause 2.6 applied.

10.6. Areas where the old coating is still sound need only be high pressure cleaned with a suitable solvent and coated with one of the primers suggested in clause 10.2 (as tie coat) and then with one of the top coats suggested in clause 2.6 to get the appropriate colour and finish. The minimum dry film thickness of this tie coat must be 75 microns and top coat must be 50 microns, but the previous coating colour shall be completely obliterated to present a uniform colour.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

- 10.7. Repairs to the insides of all the enclosed sections of the booms as well as the insides of the crane legs, sill beams, cross beams, pylon cross bracing members etc. shall be done as above but the top coat need not be applied.

***** END OF SPECIFICATION HE 9/2/8 [Version 17] *****

SCOPE OF WORK ANNEXURE 1

ANNEXURE I - EEAM-Q-004 (GEARING SHAFTS BEARINGS BRAKES LUBRICATION VEE.._

REVISION 0	REFERENCE EEAM-Q-004			
DOCUMENT TYPE: SPECIFICATION				
TITLE: SPECIFICATION FOR GEARING, SHAFTS, BEARINGS, BRAKES, LUBRICATION, VEE-BELTS, KEYS AND KEYWAYS			PAGE 0 of 5	
COMPILED BY: QUALITY MANAGER (COE) KRIS NAIDOO _____ Date:		REVIEWED BY: ENGINEERING MANAGER (COE) JESSENDRAN PILLAY _____ Date:		REVIEWED BY: PRINCIPAL ENGINEER (COE) ROFHIWA TAKALANI _____ Date:
REVIEWED BY: CHIEF ENGINEER (COE) SABELO MZIMELA _____ Date:			AUTHORIZED BY: GENERAL MANAGER ENGINEERING JOSIAH MPOFU _____ Date:	
FUTURE REVISION RECORD NUMBER	DESCRIPTION OF REVISION	APPROVAL	DATE	
Revision -1-	OEM specified grade & availability clause 5.7			
CONTENTS				
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5.0	LUBRICATION			04
6.0	VEE BELTS			05
7.0	KEYS AND KEYWAYS			05
KEYWORDS GEARING, SHAFTS, LUBRICATION VEE BELTS		DATE OF LAST REVIEW: N/A DATE OF NEXT REVIEW: 2019-02-01		

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1. SCOPE

- 1.1. This specification covers TPT's requirements for gearing, shafts, bearings, brakes, lubrication, vee-belts, keys and key ways.

2. GENERAL

- 2.1. All spur gearing shall be straight or helical spur of standard tooth form having a 20° pressure angle of standard module, machine cut to, BS ISO 21771 and having ample width of face for strength and wear. Other standards will be considered, but must be specified.

The pinions are to be cut from solid blanks of heat treated nickel-chrome steel of suitable composition, and the gear wheels are to be of normalised high carbon cast steel, carbon 0,4 % minimum to 0,45 % of tensile strength not less than 590 Mpa.

- 2.2. BS ISO 21771 / Latest Edition, shall be worked to generally in regard to design and tolerances, For strength all gears shall be designed for 1,8 x full load, and for wear 0,6 x full load, with the combined speed factors Xb and Xc of charts 10 and 11 respectively, of B.S. 436, for a running time of 6 hours.
- 2.3. All gearing shall be suitably heat treated. It is desired to have the wear factor of the gearing as high as practicable in order to reduce maintenance.
- 2.4. As far as practicable, all gearing shall be totally enclosed and operated in oil baths. Sight glasses or dipsticks to indicate the oil level must be fitted. All gearing not totally enclosed shall be guarded where necessary. Where practicable, all gears must be supported between bearings, none being overhung. A full detailed specification of all gearing must be given when tendering, together with details of diametral pitch and width of all gearing. Particular care must be taken to ensure that the seals provided for the gearboxes effectively exclude grit and prevent leakage of the oil where the shafts protrude through the casing. It should be noted that helical or straight spur gearing is preferred.

- 2.5. Where it is not possible to "age" the castings for cast iron gearboxes by weathering them for an adequate period before machining, they must be stress-relieved by heat-treatment at 450/590°C. It is preferred that the boxes be rough machined before stress-relieving. Suppliers will be required to guarantee that the gearboxes supplied will not warp in service.

Dowels or fitted bolts must be used to ensure the alignment of the top and bottom halves of gearboxes.

- 2.6. All worm gearing shall have worm wheels having phosphor bronze rims and the worms are to be of 3, 5 % nickel or nickel chrome case hardened steel and shall conform generally to B.S. 721/Latest Edition, in regard to design and tolerance.
- 2.7. Provision must be made to eliminate noise, as far as practicable from the motors and gearing.
- 2.8. Flexible couplings shall be provided between each motor and its extension shaft, and the tenderers must give particulars of the type they propose to supply.

3. SHAFTS AND BEARINGS

- 3.1. All shafts shall be of suitable mild steel, the quality of which is to be specified by the tenderer, in accordance with the British Standard series of steels.
- 3.1.1. All shafts shall be carried on precision ball and/or roller bearings, which shall be of the self-aligning type where necessary.
- 3.2. All bearings shall be of the anti-friction ball or roller type, mounted in dust proof housings, and shall be lubricated by oil bath or grease gun.
- 3.2.1. Bearings must have a lifetime, which is compatible with the lifetime of the mechanism.

4. BRAKES

- 4.1. An efficient and ample braking system for all motions, consistent with the requirements of maximum safety and compliant with design code requirements must be provided, full particulars of which must be furnished by tenderers. Tenderers are to note that it is desirable that the mechanical parts should not be adversely affected by the sudden application of brakes.
- 4.2. Tenderers are to note that all braking systems are to be so designed that brakes may be readily inspected, adjusted and/or removed for overhaul, without resorting to stripping of major components such as motors, etc.
- 4.3. All brakes shall have manual release levers, with a means to prevent unauthorized Crane operation.

- 4.4. Where specified brakes shall be equipped with an individual brake mounted monitoring/diagnostic device linked into the Crane Management System.
- 4.5. Disk brakes shall have automatic wear compensation and sintered linings.

5. LUBRICATION

- 5.1. All bearings on shafts, axles, etc., and other bearings wherever practicable, must be arranged for lubrication by a positive grease lubrication system using an efficient button type nipple which will allow the grease gun being attached by the operator to the nipple and left hanging on the nipple, so that if necessary he can use both hands in shifting his position to get better command when screwing down the grease gun in difficult positions.

Parts difficult to access should be provided with spring feed lubricators of an approved type.

- 5.2. Particular attention should be given to provide straight or angle nipples, as the case may be, making it as easy and safe as possible for the operator to grease the bearings efficiently. Full particulars shall be furnished by tenderers of what they propose to supply in this connection.
- 5.3. All lubricating nipples shall be of the hexagon type in accordance with either types Nos. 11A or 11E under Table 1 of B.S. No. 1486 Part 1/ (withdrawn, no supersede) Edition, and shall be spaced for the "hook-on" type of lubricating connector as reflected under Table 10 of the above mentioned specification.
- 5.4. The arrangement of the lubrication system shall be such that all greasing points are brought out to common batteries which are easily accessible.
- 5.5. Where grouped lubrication is used the diameter of the piping used must be ample and in no case shall they be less than 8 mm outside diameter.
- 5.6. Only stainless steel or copper piping and brass fittings shall be used. Copper piping must be protected from physical damage.
- 5.7. Tenderers shall supply the following information regarding all lubricants to be used on the appliance:-

Application: (E.g. crank-case hydraulic system, gearbox etc.)	Lubricant normally recommended by tenderer (Not more than 2 brands per application to be given)	
	Local available (grade –equivalent)	OEM Specified grade
1.		
2.		

3.		
4.		
5.		
6.		

6. VEE BELTS

- 6.1. Vee belts and pulleys shall be to an established standard and such standard stated. The sizes, code numbers, name and address of manufacturer and the source of supply ex stock in the Republic of South Africa of all vee belts offered shall be stated.

7. KEYS AND KEYWAYS

- 7.1. All keys and keyways shall be in accordance with B.S. 4235: Part 1 / Latest. No shimming of taper keyways will be allowed.

---oOo---

END OF SPECIFICATION HE 9/2/4 [Version 4]

---oOo---

ANNEXURE J

CONTRACTOR'S COMPLIANCE FILE ASSESSMENT CHECKLIST

Project Manager:	
Project name:	
Client:	
Contractor Details:	

No.	items	Approved	Not Approved
1	Principal Contractors Organogram		
2	Letter Of Good Standing With Compensation Fund		
3	Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)		
4	Appointments		
5	Induction: Employees And Visitors: Staff Medical Certificates		
6	Principal Contractor's SHEQ Policy		
7	Health & Safety Plan, Integrated Legal Register, Client Specification.		
8	Fall Protection Plan (If Applicable)		
9	Risk Assessments: Method Statements: Safe Operating Procedures		
10	Incidents / Accidents Register And Investigation Reports		
11	Emergency Contact Telephone Numbers		
12	Business Continuity Plan Including Emergency Plan		
13	Documented Proof Of Daily Toolbox Safety Talks/ DSTI		
14	Inspections Checklist		
15	All Registers		
16	Welfare Facilities		
17	Electrical Compliance		
18	Mandatarly Agreement		
19	Communication Plan		
20	Training Records and Competency Certificates		
21	General		



22	Insurance Covering Letter		
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CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature
Status			
Approved			
Not Approved			
Reasons for not approving			

Provision to manufacture and supply a complete slew bearing assembly for A Reclaimer to Transnet Port Terminals, Port Elizabeth Multi-Purpose Terminal as a once-off purchase



iCLM No. PE 544/TPT	Standard Manufacturing Process	Returnable T1
		To be used for scoring

Bidder to submit a signed standard manufacturing process for slewing bearing and to be attached to the returnable document having the following requirements:

- All activities from start to end
- Quality tests of the bearing
- Packaging of the bearing
- Freight and transport
- Total lead-time not exceeding 10 months
- Additional is agreement letter between supplier and manufacturer for non-manufacturer bidders

Signed

Date

Name

Position

Bidder_____

Returnable Document T2- To be used for scoring

iCLM No. PE 544/TPT

Track Record

The bidder shall be required to have a proven track record on the supply of a similar split slew bearing. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients who acquired slew bearing assemblies in the past. The recommendation letters should be on the company's letterhead, should be signed, should have a contactable person's name with his/her contact number. Complete returnable schedule T2 and attached the reference letters to this returnable schedule.

#	Name of Previous/Current Customer	Contact Details (Name and Contact Number)	Recommendation letter attached? (Tick box if Yes)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signed

Date

Name

Position

Bidder _____

RFQ FOR THE MANUFACTURE, SUPPLY AND COMMISSIONING OF REVOLVING CONTAINER TIPPING SPREADERS, QAUNTITY 4 (FOUR) FOR TRANSNET SOC LTD (REGISTRATION NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL AS A ONCE OFF PURCHASE.

ISO CERTIFICATES

Returnable schedule T3- To be used for Scoring

iCLM No. PE 544/TPT

The manufacturer of the slew bearing assembly must hold the following valid certifications:

- **ISO 9001 – Quality Management System.**
- **ISO 9013 - Manufacturer**
- **ISO 10204 - Material authentication**

Complete this returnable schedule and attach all certifications to this returnable schedule.

1	Copy of ISO 9001 certification for the manufacturer of the slew bearing assembly attached to this returnable schedule.	Yes, attached	☐
		No, not attached	☐
2	Copy of ISO 9013 certification for the manufacturer of the slew bearing assembly attached to this returnable schedule.	Yes, attached	☐
		No, not attached	☐
3	Copy of ISO 10204 certification for the manufacturer of the slew bearing assembly attached to this returnable schedule.	Yes, attached	☐
		No, not attached	☐

Signed

Date

Name

Position

Bidder _____

QUALIFICATIONS

Returnable Schedule T4 to be used for scoring

iCLM No. PE 544/TPT

The manufacturer of the slew bearing shall show that they have competent personnel or appointed third party to ensure the manufacturing of the slewing bearing and quality control are executed successfully. The bidder shall submit the following competence certificate of the personnel and third-party appointment:

- **Third party quality inspector that is accredited AIA locally or international approved.**
- **Qualified Engineer to signoff all drawings and quality control plan. The engineer shall be register with ESCA or international equivalent**

Complete this returnable schedule and attach all certifications to this returnable schedule.

1	Copy of AIA accreditation locally or international approved for the Third-party quality inspector	Yes, attached	☐
		No, not attached	☐
2	Copy of ESCA or international equivalent certification for the Engineer	Yes, attached	☐
		No, not attached	☐

Signed

Date

Name

Position

Bidder _____

Compatibility

Essential Returnable T5 schedule-Not for scoring

iCLM No. PE 544/TPT

Criteria	Statement (Please tick applicable box)
The bidder must complete Returnable Schedule T5 as confirmation that the complete slew bearing assembly and components will be completely compatible and interchangeable with the current slew bearing assembly installed with no modification required to the Reclaimer sub frame to accommodate the replacement bearing. The bidder to attach a letter of confirmation on a company letterhead and signoff.	Yes, compliant .
	No, not compliant .

Signed

Date

Name

Position

Bidder _____

ICLM No. PE 544/TPT

Guarantees and Warrantees: Returnable Schedule T6- Not for Scoring

Note to Bidders:

Guarantee on all components supplied in accordance with the requirements of scope and for a period not less than 24 months after the installation of the bearing, which will occur within 3 years after delivery. Complete essential returnable schedule T6 and attach a letter confirming guarantee on a company letterhead.

Guarantee Offered (duration in months after installation and commissioning)	
Other Value Adding Services / Support Offered	

Signed

Date

Name

Position

Bidder _____

Provision to manufacture and supply a complete slew bearing assembly for A Reclaimer to Transnet Port Terminals, Port Elizabeth Multi-Purpose Terminal as a once-off purchase



T7	Project Plan iCLM No. PE 544/TPT	Essential returnable schedules T7 not for scoring
-----------	---	--

Bidder to submit a project plan and to be attached to the essential returnable document having the following requirements:

- The project plan should be on Microsoft project
- The project plan must indicate all activities from start to end
- The project plan to indicate milestones
- The project plan to indicate TRA (time risk allowance included) and time risk allowances are not float.
- The project plan should indicate timelines from start to end and Service Provider a letter of confirmation on a company letterhead confirming the lead-time for the manufacture and supply of slewing bearing activities this to be attached on the returnable.

Signed

Date

Name

Position

Bidder _____

iCLM No. PE 544/TPT

Quality Control Plan

Essential returnable schedule T8-not for scoring

The bidder shall provide a provisional QC plan indicating all critical steps in the acquisition of material(A), manufacturing(B), assembling(C), packaging(D) and delivery(E) of the slew bearing assembly with hold points. The provisional QC plan will have realistic dates (keeping in mind the delivery lead-time) and resources. Attach QC plan to this returnable schedule

1	QC plan submitted and attached to this returnable schedule.	Yes, Completed and attached	☐
		No, not attached	☐

Signed

Date

Name

Position

Bidder _____

iCLM No. PE 544/TPT

Test Certificates

Essential Returnable schedule T9- Not for scoring

Criteria	Statement (Please tick applicable box)
The bidder must complete Returnable Schedule T9 as confirmation that the test certificates and data pack of the manufactured slew bearing assembly and components will be submitted upon delivery. Attach a signed letter of confirmation on the company letterhead to essential returnable schedule T9	Yes, compliant .
	No, not compliant .

Signed

Date

Name

Position

Bidder _____

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE SUPPLY AND DELIVERY OF A COMPLETE SLEW BEARING ASSEMBLY FOR A RECLAIMER FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

Agreement Number	iCLM PE 544/TPT
Commencement Date	
Expiry Date	

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ANNEXURE A- SCOPE OF WORK

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is , Republic of South Africa [**Transnet**]

and

..... [Registration Number] whose registered address is [**the Supplier**].

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints the Supplier to provide, and Transnet undertakes to accept the supply of Goods / provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and
- 1.2 the Supplier hereby undertakes to provide the Goods/Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party

[intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- a) information relating to methods of operation, data and plans of the disclosing Party;
- b) the contents of this Agreement;
- c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
- e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.8 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means ;
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means Supply and Delivery of a complete slew bearing assembly, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.13 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.14 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.15 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.16 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier for the supply of Goods or Services;

- 2.22 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Supplier;
- 2.23 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.24 **Schedule of Requirements** means Schedule 1 hereto;
- 2.25 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.26 **Subcontractor** means the third party with whom the Supplier enters into a Subcontract;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.28 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.29 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.30 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Supplier will arrange for the supply/provision to Transnet of the Goods/Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.

- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 332 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Supplier will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
 - a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is and the duration shall be for a once period, expiring on, unless:
 - a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
 - c) This Agreement shall terminate on the date the funds are depleted or on whichever event comes first between the expiry date and the date in which funds are depleted.
- 6.2 Notwithstanding clause 200 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 14 [Fourteenth] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Supplier for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Supplier to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Supplier of its confidentiality obligations under this Agreement.
- 8.2 The Supplier shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier or its Personnel such access to and use of its facilities as is necessary to allow the Supplier to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SUPPLIER

- 9.1 The Supplier shall:
- a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the Supplier and the Supplier's products/services;
 - d) keep full records clearly indicating all transactions concluded by the Supplier relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;
 - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods/Services and ancillary Services and the conduct of the business and activities of the Supplier;
 - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
 - g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;

- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Supplier fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Supplier.

9.2 The Supplier acknowledges and agrees that it shall at all times:

- a) render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier is unable to comply with the provisions of this clause, the Supplier will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;

- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
 - k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
 - l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
 - m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods/Services or ancillary Services to Transnet;
 - n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Supplier shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
 - o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
 - p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.
- 9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods/Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SUBCONTRACTING

- 10.1 The Supplier may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 10.2 If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Supplier up to 10% of the value of the contract.
- 10.3 Where the Supplier seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Supplier's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The

subcontracting arrangement or contract remains between the Supplier (main contractor) and the subcontractor.

- 10.4 Should Transnet approve the Supplier's subcontracting arrangement, the Supplier and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 10.5 The Supplier may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 10.6 The Supplier may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

11 PAYMENT TO SUB-CONTRACTORS

- 11.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Supplier that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier, against the required standards.
- 11.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 11.3 The Supplier remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 11.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier, whatsoever.

12 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

12.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, the Supplier shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Supplier undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Supplier's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and

- (ii) a corporate or internal restructure or change in control of the Supplier which has or likely to impact negatively on the Supplier's/ Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Supplier which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Supplier B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause 20.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 200 shall apply.

12.2 **Green Economy/Carbon Footprint**

- a) The Supplier has in its bid provided Transnet with an understanding of the Supplier's position with regard to issues such as waste disposal, recycling and energy conservation.

13 **INVOICES AND PAYMENT**

- 13.1 Transnet shall pay the Supplier the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 13.2 Transnet shall pay such amounts to the Supplier upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Supplier for the delivery of the Goods/Services ordered, in terms of clause 13.5 below.
- 13.3 Transnet may, pending an investigation, withhold any payments to the Supplier, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier is involved or was aware that the contract transgressed any legislation.
- 13.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 13.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 13.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 13.7 The Supplier shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to

the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

14 WARRANTIES APPLICABLE TO GOODS

The Supplier warrants that:

- 14.1 pursuant to clause 9.3 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 14.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 14.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

15 THIRD PARTY INDEMNITY

The Supplier hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 14.2 above.

16 INSPECTION APPLICABLE TO GOODS

- 16.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 16.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 16.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 16.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 16.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 16.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).

- 16.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 16.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 16.

17 DEFECTIVE GOODS

- 17.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 17.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 17.3 If such Goods are rejected, the Supplier will pay the following costs:
- a) for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
 - b) for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.
- 17.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated Annexure A
- 17.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 17.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.
- 17.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

18 TOTAL OR PARTIAL FAILURE TO PERFORM

18.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:

- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
- b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),

then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.

18.2 The Supplier shall thereupon, as soon as possible after such date, deliver to Transnet the Goods [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Goods. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier will be calculated on the basis of Transnet's enrichment. The Supplier shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

18.3 Whenever, in any case not covered by clause 18.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause 17 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

19 RIGHTS ON CANCELLATION

19.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 18 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's default.

19.2 Any amount which may be recoverable from the Supplier in terms of clause 19.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier.

20 BREACH AND TERMINATION

20.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

- 20.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 20.3 To the extent that any of the Deliverables and property referred to in clause 20.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 20.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 20 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 20.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 14 [Fourteen] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 20.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;
 - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 20.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier by notice in writing to the Supplier. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 20.8 Notwithstanding this clause 20, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier, or
- 20.9 The provisions of clauses 2 [Definitions], 14 [Warranties], 19 [Rights on Cancellation], 24 [Confidentiality], 26 [Limitation of Liability], 27 [Intellectual Property Rights], 300 [Dispute Resolution] and 34.1 [Governing Law] shall survive termination or expiry of this Agreement.

21 CESSION

21.1 Upon written notice to the Supplier, Transnet shall be entitled:

- a) to appoint Transnet's financier of the Goods/Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- b) to cede, assign and transfer its right, title and interest in the Goods/Services to such financier as part of the funding consideration for the Goods/Services.

21.2 The Supplier is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

22 FORCE MAJEURE

22.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

22.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

23 PROTECTION OF PERSONAL INFORMATION

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) 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.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, 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.

- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
 - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 23.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 23.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 23.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

- 23.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 23.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 23.6 Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, 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. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
 - b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
 - c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
 - d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

24 CONFIDENTIALITY

- 24.1 The Parties hereby undertake the following with regard to Confidential Information:
- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
 - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement,

RFANNEXURE C

for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;

- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

24.2 The duties and obligations with regard to Confidential Information in this clause 24 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
 - b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
 - c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
 - d) is independently developed by a Party as proven by its written records.
- 24.3 This clause 243 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Supplier by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

25 INSURANCES

- 25.1 Without limiting the liability of the Supplier under this Agreement, the Supplier shall take out insurance in respect of all risks for which it is prudent for the Supplier to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Supplier.
- 25.2 The Supplier shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 25.3 Subject to clause 25.4 below, if the Supplier fails to effect adequate insurance under this clause 254, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Supplier. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.
- 25.4 In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 25.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

26 LIMITATION OF LIABILITY

- 26.1 The Supplier's liability under this clause 26 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods/Services or ancillary Services, including the quality of the Goods/Services or ancillary Services or any materials delivered pursuant to this Agreement.

- 26.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 26.3 The Supplier shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier or its Personnel in connection with this Agreement. The Supplier's liability arising out of this clause 26.3 shall be limited to direct damages.
- 26.4 Subject always to clauses 26.1 and 26.2 above, the liability of either the Supplier or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 26.5 Subject to clauses 26.1 to 26.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 26.6 If for any reason the exclusion of liability in clause 26.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 26.3 above.
- 26.7 Nothing in this clause 26 shall be taken as limiting the liability of the Parties in respect of clauses 24 [Confidentiality] and 27 [Intellectual Property Rights].

27 INTELLECTUAL PROPERTY RIGHTS

27.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Supplier acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier's Background Intellectual Property shall remain vested in the Supplier.
- b) Transnet shall grant to the Supplier an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Supplier to sub-license to other parties.
- c) The Supplier shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Supplier shall grant Transnet access to the Supplier's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

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- e) The above shall not pertain to any software licenses procured by the Supplier from third parties and used in the supply of the Goods/Services.

27.2 Title to Intellectual Property

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- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier, its researchers, agents and employees shall vest in Transnet and the Supplier acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Supplier for the assignment of any Foreground Intellectual Property from the Supplier to Transnet, over and above the sums payable in terms of this Agreement. The Supplier undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Supplier shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

27.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Supplier shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Supplier hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Supplier shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

27.4 Unauthorised Use of Confidential Information

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The Supplier shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

27.5 Unauthorised Use of Intellectual Property

- a) The Supplier agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Supplier acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Supplier shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

28 NON-WAIVER

- 28.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 28.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

29 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

30 DISPUTE RESOLUTION

- 30.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 30.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 30.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

- 30.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 300.
- 30.5 This clause 300 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 30.6 This clause 300 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

31 ADDRESSES FOR NOTICES

- 31.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

- (i) For legal notices:
-
-
- Fax No.
- Attention: Group Legal Department

- (ii) For commercial notices:
-
-
- Fax No.
- Attention:

b) **The Supplier**

- (i) For legal notices:
-
-
- Fax No.
- Attention:

- (ii) For commercial notices:
-
-
- Fax No.
- Attention:

- 31.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

- 31.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;

- Type text here
- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or
 - c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

32 WHOLE AND ONLY AGREEMENT

- 32.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.
- 32.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

33 AMENDMENT AND CHANGE CONTROL

- 33.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.
- 33.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 309 [*Dispute Resolution*].

34 GENERAL

34.1 Governing Law

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

34.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 309 [*Dispute Resolution*] above.

34.3 Counterparts

RANNEXURE C

^a
This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

35 DATABASE OF RESTRICTED SUPPLIER

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

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RFP ANNEXURE C

FOR THE SUPPLY AND DELIVERY OF A COMPLETE SLEW BEARING ASSEMBLY FOR A RECLAIMER FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

iCLM PE 544/TPT

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

ANNEXURE C

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the Mbulelo Mfecane (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security ~~text here~~ when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

ANNEXURE C

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

RFP ANNEXURE C

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

32.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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RFP ANNEXURE D

FOR THE SUPPLY AND DELIVERY OF A COMPLETE SLEW BEARING ASSEMBLY FOR A RECLAIMER FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

iCLM PE 544/TPT

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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

9.4 The Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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RFP ANNEXURE E

FOR THE SUPPLY AND DELIVERY OF A COMPLETE SLEW BEARING ASSEMBLY FOR A RECLAIMER FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF PORT ELIZABETH MULTI-PURPOSE TERMINAL AS ONCE-OFF PURCHASE

iCLM PE 544/TPT

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid 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** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and

ANNEXURE D

- 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

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SUPPLIER DECLARATION FORM- iCLM PE 544/TPT

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 the 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 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 temporarily 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 score-card, 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 a sworn 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 score-card. 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 furnish 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:

YES	
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NO	
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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 as a result 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 xxxxxx):

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 **YES** 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 **Exempted from VAT registration**, 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 sworn 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 a sworn 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	
Please Note: 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 certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

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			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

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.

Commissioner of Oaths

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

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

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

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.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (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 sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

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.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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			

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

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (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 sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp