

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**      REF No. TFR/2024/02/0021/55623/RFQ

**FOR THE: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.**

<b>RFQ NUMBER</b>	<b>: CRAC DNR 43402</b>
<b>ISSUE DATE</b>	<b>: 02 February 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 12 February 2024</b>
<b>CLOSING DATE</b>	<b>: 22 February 2024</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date (13May 2024)</b>

## Contents

### Number    Heading

## The Tender

### Part T1: Tendering Procedures

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

### Part T2: Returnable Documents

- T2.1        List of Returnable Document
- T2.2        Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

- C1.1        Form of Offer and Acceptance
- C1.2        Contract Data (Parts 1 & 2)

### Part C2: Pricing Data

- C2.1        Pricing Instructions

### Part C3: Scope of Work

- C3.1        Service Information

### Part C4: Affected Property

- C4.1        Affected Property

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>151 South Coast Road, Loliwe House, Bayhead Durban 4001</b> on <b>12 February 2024, at 10:00am [10 O'clock]</b> for a period of ±3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your</p>
--	--

	<p>Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>10:00am on (22/02/2024)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing,

TFR/2024/02/0021/55623/RFQ

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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



TRANSNET FREIGHT RAIL

TENDER NUMBER: CRAC DNR 43402

DESCRIPTION OF THE SERVICE: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

TFR/2024/02/0021/55623/RFQ

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Thembinkosi Ngcobo
	Address:	151 South Coast Road Loliwe House Bayhead 4001
	Tel No.	031 361 4023
	E – mail	<a href="mailto:Thembinkosi.Ngcobo@transnet.net">Thembinkosi.Ngcobo@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b>	
	An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	<b>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</b>	
	<b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b>	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>1ME or higher</b> class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV)	
	Joint ventures are eligible to submit tenders subject to the following:	
	1. every member of the joint venture is registered with the CIDB;	
	2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and	
	3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a <b>1ME or higher</b> class of construction work or a value determined	

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

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

### **3. Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

---

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

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

---

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

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

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

C2.15.1

- Identification details:                      The tender documents must be uploaded with:
- Name of Tenderer: **(insert company name)**
  - Contact person and details: **(insert details)**
  - The Tender Number:
  - The Tender Description

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

---

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

- C.2.15 The closing time for submission of tender offers is:  
Time: **10:00am** on the **22 February 2024**
-

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

**Functionality Criteria**

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

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<p><b>T2.2-03</b> <b>Previous Experience</b> Previous Work Experience with respect to specific aspects of the project/Comparable projects. Greater weight should be given to projects of a similar nature. The contractor should have done and completed tank cleaning and installing diesel dispenser or projects of similar nature. The tenderer to list previous experience with contactable references or completion certificates/Purchase Orders to support the list. Experience must be specific to the type of the project the company is intending to tender for. The tenderer must show detailed involvement and value of their work done.</p>	Submitted at least 4 contactable references relevant to tank cleaning and diesel dispenser installation project	100	<b>40</b>
	Submitted at least 3 contactable references relevant to tank cleaning and diesel dispenser installation project	90	
	Submitted at least 2 contactable references relevant to tank cleaning and diesel dispenser installation project	70	
	Submitted at least 1 contactable references relevant to tank cleaning and diesel dispenser installation project	40	
	Submitted at least 0 contactable references relevant to tank cleaning and diesel dispenser installation project	0	
<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>

<p><b>T2.2-04 Delivery Plan</b> The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer. Please provide your proposed programme, inclusive but not limited to the following:</p>	Delivery Period <2 weeks.	100	<b>30</b>
	Delivery Period >2 ≤3 weeks.	90	
	Delivery Period >3 ≤4 weeks.	70	
	Delivery Period >4 ≤5 weeks.	40	
	No delivery Period submitted for the Project and (or) more than 5 weeks delivery period.	0	
<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<p><b>T2.2-05 Health, Safety, Environmental and Risk Plan (in relation to Fuel Depots Tank Farm facilities and surrounding environment)</b></p>	Submitted a very good HSP and scored 46-50 on the attached questionnaire	100	<b>10</b>
	Submitted a good HSP and scored 40-45 on the attached questionnaire	90	
	Submitted a satisfactory HSP and scored 21-39 on the attached questionnaire	70	
	Submitted an incomplete HSP and scored 1-20 on the attached questionnaire	40	
	Did not Submit a HSP and Questionnaire	0	
<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<p><b>T2.2-06 Method Statement</b> This document should detail the way each activity or process (Site establishment, Safe working access and safety</p>	All the specified items ( <b>8</b> ) have been covered in detail on the methodology.	100	<b>20</b>
	The approach is specifically tailored to address the specific project objectives and requirements and is	90	

<p>control on site, Quality control on site, Site de-establishment) is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the project's activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team and state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project. The Method statement should meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. Method that will be used to meet the technical quality on the project.</li> <li>2. Approach that will minimize time</li> </ol>	<p>sufficient flexible to accommodate changes that may occur during execution and has covered at least <b>(6)</b> of the above requirements.</p>			
	<p>The approach only covered <b>(3-5)</b> criteria's and approach is generic and not tailored to cover all project objectives.</p>	70		
	<p>The contractor did not understand or include certain aspects of the scope and submitted <b>(1-2)</b> criteria's as per the project requirements.</p>	40		
	<p>The tenderer has submitted no information or inadequate information to determine a score.</p>	0		

<p>during the cleaning and the replacement</p> <p>3. Remedial actions to be taken, should there be spillages.</p> <p>4. Method and ways to protect the tank and other facilities at the Tank Farm</p> <p>5. How will the contractor meet or exceed overall project objectives and requirements</p> <p>6. Approach that minimise impact on the environment during the cleaning process</p> <p>7. How will Transnet’s Infrastructure and Personnel be kept safe during contract activities</p> <p>8. Provide a base SOP for the activities to be performed into consideration activities most likely to be performed</p>			
<p><b>Maximum possible score for Functionality</b></p>			<p><b>100</b></p>

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

- T2.2-03 Previous Experience

- T2.2-04 Delivery Plan
- T2.2-05 Health, Safety, Environmental and Risk Plan
- T2.2-06 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

---

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure.....on job creation
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure.....on job creation.
<p>The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ul style="list-style-type: none"> <li>I. 30% Black Women, 51% Black Youth and 51% Black People with disabilities</li> <li>II. Entities with a specified minimum B-BBEE level (1 and 2)</li> <li>III. EMEs and/or QSEs who are 51% Black-owned</li> </ul>	<p>Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.</p>
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIP - Registered address of entity</p>

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Status Level 1 or 2	10
+50% Black Youth Owned Entities	10
Total points for Price and Specific Goals must not exceed	100

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

---

C.3.13 Tender offers will only be accepted if:

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

- other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

---

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

---

## T2.1 List of Returnable Documents

### 2.1.1 These schedules are required for eligibility purposes:

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

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

- T2.2-03 **Evaluation Schedule:** Previous experience
- T2.2-04 **Evaluation Schedule:** Delivery Plan
- T2.2-05 **Evaluation Schedule:** Health and Safety Management
- T2.2-06 **Evaluation Schedule:** Method Statement

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Site Establishment requirements
- T2.2-12: Capacity and Ability to meet Delivery Schedule
- T2.2-13 Eligibility Criteria Schedule

#### Agreement and Commitment by Tenderer:

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

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

ANNEX G Compulsory Enterprise Questionnaire

Job-Creation Schedule

- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFQ Declaration Form
- T2.2-17 RFQ Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct

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

T2.2-21 Insurance provided by the Contractor

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

**2.3 C1.2 Contract Data Part 1 & 2**

**2.4 C2.1 Pricing Instructions (Activity Schedule)**

**2.5 C2.2 Activity Schedule**



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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that:

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the **compulsory** tender clarification meeting.

Held at:	<b>151 South Coast Road Loliwe House, Bayhead Durban 4001</b>	
On (date)	<b>12 February 2024</b>	<b>Starting time: 10h00am</b>

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

Name

Signature

Capacity

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

Name

Signature

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

Date

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

### 2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **1ME or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

### Note to tenderers:

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

- A list of past / current comparable projects.

**Construction of similar works as detailed in the Service Information with reference to:**

**Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)**

### Index of documentation attached to this schedule

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

### Previous Experience will be evaluated as follows:

Greater weight should be given to projects of a similar nature. The contractor should have done and completed tank cleaning and installing diesel dispenser or projects of similar nature. The tenderer to list previous experience with contactable references or completion certificates/Purchase Orders to support the list. Experience must be specific to the type of the project the company is intending to tender for. The tenderer must show detailed involvement and value of their work done.

Score	Previous Experience = 40
<b>100</b>	Submitted at least 4 contactable references relevant to tank cleaning and diesel dispenser installation project
<b>90</b>	Submitted at least 3 contactable references relevant to tank cleaning and diesel dispenser installation project



Description of the Service: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

<b>70</b>	Submitted at least 2 contactable references relevant to tank cleaning and diesel dispenser installation project
<b>40</b>	Submitted at least 1 contactable references relevant to tank cleaning and diesel dispenser installation project
<b>0</b>	Submitted at least 0 contactable references relevant to tank cleaning and diesel dispenser installation project



**T2.2-04: Evaluation Schedule: Plan**

**Note to tenderers:**

Plan

**The Tenderer details the Plan for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the Plan in Ms Word.**

The Tenderer's attention is drawn to core clause 21 of the NEC3 Term Service contract regarding the items to be shown on a plan.

The tenderer shall provide the proposed Plan, at a minimum showing but not limited to the following:

- Ability to execute the Service in terms of the Employer’s requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Service clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the Contractor will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Plan must clearly demonstrate the procurement process for all long lead items if applicable.
- The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Plan clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Plan must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnables.

**Delivery Plan (30)**

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer.

Please provide your proposed programme, inclusive but not limited to the following:

<b>Bill of Quantity No</b>	<b>Activity description</b>	<b>Start date</b>	<b>Finish date</b>	<b>Preceding activities</b>	<b>Time risk allowances (TRA)</b>
----------------------------	-----------------------------	-------------------	--------------------	-----------------------------	-----------------------------------

The scoring of the Plan will be as follows:

<b>Item No.</b>	<b>Quality Criteria</b>
<b>1</b>	<b>Programme = 30</b>
Very Good (Score 100)	Delivery Period <2 weeks.
Good (Score 90)	Delivery Period >2 ≤3 weeks.
Satisfactory (Score 70)	Delivery Period >3 ≤4 weeks.
Poor (Score 40)	Delivery Period >4 ≤5 weeks.
No Response (Score 0)	No delivery Period submitted for the Project and (or) more than 5 weeks delivery period.

Attachment B: Hard Copy of Plan

## T2.2-05: Health and Safety Questionnaire

A safety plan to be submitted in accordance with the OHS1993 and Transnet Freight Rail Health and Safety Specification TFR-ISMRN-R&C-FM009 including a risk assessment, Construction Safety File (Index) and Construction Safety work Method Statement.

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with Department of Labour or insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
7. SHE challenges envisaged for the project and how they will be addressed and overcome.
8. Construction Safety File (Index)
9. Construction Safety Work Method Statement

In addition to the Health Risk and Safety plan, kindly ensure that the following points have been addressed in the plan that must be submitted with your tender:

### **SHE Management Structure**

- Construction Work Supervisor (Construction Regulation 6)
  
- Subordinate Construction Work Supervisor (Construction Regulation 6)

Description of Services: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House..

- Construction Safety Officer (Construction Regulation 6(7)).
  
- List of Contractors already appointed - List to be revised at least monthly.
  
- Health and Safety Representative (Section 17 of OHS Act).

### **SHE Organisation**

- Health and Safety Committee.
  
- Composition.
  
- Frequency of Meetings.
  
- Minutes of meeting.

- 
- Legal Compliance Audits.
  - Audit Report.
  - Frequency of Audits.
  - Findings and Analysis.
  - Corrective Action

### **Risk Assessment/Management**

- Task descriptions.
- Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- Risk Assessment (Construction Regulation 7)

### **Education and Training**

- Induction training (Construction Regulation 7(9))
- Site Specific Training.
- Certificate of Competence.

### **Emergency Planning – Evacuation plan**

- Client procedure.
- Site Procedure.

### **Health and Safety Communications**

- Safety/Toolbox talks.
  
- Incident Recall.

### **Safe Working Procedures and Methods**

- Method Statements.
  
- Safe Operating Procedures.
  
- Task/Job observations.

### **Personal Protective Equipment and Clothing**

- PPE required after all other controls have been considered (Barrier tape, Reflector vests, Safety gloves, Safety glasses, Ear protection, Safety boots, Safety masks, Overalls, Hard hats, First Aid box & First aider, Safety file)



- PPE proof of issue.

### Project security

- Security risks identified.
- Access control.

### Other Safety requirements

- Daily alcohol tests will be performed
- Avoid crossing of railway lines if need be observe for moving trains
- No person is allowed to climb any of the OHT structures
- No persons must come close to the overhead cables and wires

All electrical equipment, cables should be treated as LIVE & DANGEROUS

The following criteria will be used to evaluate Health and Safety Plan:

The Safety Plan should be a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. Safety plan with job safety analysis that communicated with the project scope is required. The job safety analysis (JSA) should be based on the work programme activities and method statement. The safety plan should also identify safety key project personnel and their qualifications.

<b>Health and Safety Plan-40</b>	<b>10%</b>
Submitted a very good HSP and scored 46-50 on the attached questionnaire	100
Submitted a good HSP and scored 40-45 on the attached questionnaire	90
Submitted a satisfactory HSP and scored 21-39 on the attached questionnaire	70
Submitted an incomplete HSP and scored 1-20 on the attached questionnaire	40
Did not Submit a HSP and Questionnaire	0



## Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.		
Tender Number: CRAC DNR 43402		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy</b>		
- <b>Is there a written company SHE policy?</b>  - If yes provide a copy of the policy		
<b>2. SHE Management</b>		
- <b>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</b>  - If yes provide details or copy of accreditation		
<b>3. SHE Organogram</b>		
- <b>Is there a company organogram indicating key SHE personnel?</b>  - If yes provide a copy		
<b>4. Letter of good standing with COID</b>		
- <b>Is company registered with the Compensation Commissioner under the COID Act and up to date?</b>  - If yes provide proof of letter of good standing		
<b>5. SHE Cost</b>		
- <b>Has the tenderer made provision for the cost of safety in the tender</b>		

DESCRIPTION OF THE SERVICES: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

<b>price?</b> If yes provide evidence		
<b>6. Training Records</b>		
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records		
<b>7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:</b>		
- <b>Are SHE responsibilities clearly identified for all levels of Management and employees?</b>  - If yes provide details		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b>  - If yes provide details or copy of procedure		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b>  - If yes provide a summary listing of procedures or instructions		
- <b>Description on how health and safety training is conducted in your company:</b>  -If yes provide details		
- <b>Health and safety inspections at worksites undertaken?</b>  -If yes provide details		
- <b>Health and Safety Communication i.e Safety talks, incident recalls?</b>  - If yes provide details		
- <b>Workplace SHE Committee?</b>  - If yes provide details		
- <b>Appointment of SHE Representatives?</b>  - If yes provide details		
- <b>SHE Incident Reporting and Investigation?</b>  - If yes provide details		
- <b>Provision of Personal Protective Equipment (PPE)?</b>		

DESCRIPTION OF THE SERVICES: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

- If yes provide details		
- <b>Emergency Planning?</b>		
- If yes provide details		
- <b>Fall Protection?</b>		
- If yes provide details		
- <b>Project Security?</b>		
- If yes provide details		
- <b>Medical Surveillance?</b>		
- If yes provide details		
- <b>Substance abuse policy/procedure/testing?</b>		
- If yes provide details		
- <b>Selection, Procurement and management of Subcontractors?</b>		
- If yes provide details		
- <b>Operational Safety?</b>		
- If yes provide details		
- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b>		
- If yes provide details		
<b>8. Health and Safety Violations</b>		
- <b>Has the company been fined or convicted of an occupational health and safety offence?</b>		
- If yes provide details		



**Safety**

**Performance**

**Report Monthly**

**DIFR for previous months**

<b>Previous Year</b>	<b>No of Disabling Injuries</b>	<b>Total Number of employees</b>	<b>DIFR calculated over 12 months</b>
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

(Tenderer)

Signed

Date

-----

Name

Position

-----

Tenderer

-----



## Health, Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:	Industry Classification:		
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
	<hr/> <hr/> <hr/>		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
	<hr/> <hr/> <hr/>		
<b>3. CERTIFICATE OF RECOGNITION</b>			
Does your company have a Certificate of Recognition?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____			

#### 4. SAFETY PROGRAM

Do you have a written safety program manual?  Yes  No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  Yes  No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

#### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?  Yes  No

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

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



5B. Do you have a program for training newly hired or promoted supervisors?  Yes  No  
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

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

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?  Yes  No  Weekly  Monthly  Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
 Yes  No  Daily  Weekly  Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?  
 Yes  No  Weekly  Biweekly  Monthly

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

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_  
Do you have a hazard assessment process?  Yes  No

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

\_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
 Yes  No

How does your company measure its H&S success?

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**



<b>7A Are incident reports and report summaries sent to the following and how often?</b>					
	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7B How are incident records and summaries kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7C How are the costs of individual incidents kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7D Does your company track non-injury incidents?</b>					
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**8 PERSONNEL**

List key health and safety officers planned for this project. Attach resume.		
Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		

**9 REFERENCES**

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number

## T2.2-06: Evaluation Schedule: Method Statement

### **Note to tenderers:**

Method statement - The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

- A detailed method statement is required:

### Method Statement

This document should detail the way each activity or process (Site establishment, Safe working access and safety control on site, Quality control on site, Site de-establishment) is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the project's activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team and state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project.

The Method statement should meet the following criteria:

1. Method that will be used to meet the technical quality on the project.
2. Approach that will minimize time during the cleaning and the replacement
3. Remedial actions to be taken, should there be spillages.
4. Method and ways to protect the tank and other facilities at the Tank Farm
5. How will the contractor meet or exceed overall project objectives and requirements
6. Approach that minimise impact on the environment during the cleaning process
7. How will Transnet's Infrastructure and Personnel be kept safe during contract activities
8. Provide a base SOP for the activities to be performed into consideration activities most likely to be performed

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.**

The table below will be used for scoring / evaluating the method statement submitted by the Tenderer:

<b>Score 100</b>	All the specified items <b>(8)</b> have been covered in detail on the methodology.
<b>Score 90</b>	The approach is specifically tailored to address the specific project objectives and requirements and is sufficient flexible to accommodate changes that may occur during execution and has covered at least <b>(6)</b> of the above requirements.
<b>Score 70</b>	The approach only covered <b>(3-5)</b> criteria’s and approach is generic and not tailored to cover all project objectives.
<b>Score 40</b>	The contractor did not understand or include certain aspects of the scope and submitted <b>(1-2)</b> criteria’s as per the project requirements.
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.



Description of the Works: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

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

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



Description of the Works: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

---

### **B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

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



Description of the Works: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

---

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

Name of firm	Address	Authorising signature, name (in caps) and capacity



Description of the Works: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

---

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



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

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

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

Attach additional pages if more space is required.



Description of the Service: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

## **T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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







## T2.2-12: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

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

A schedule detailing the following:

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

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

.....

.....

.....

.....

.....

.....

.....

.....

.....



## T2.2-13 Eligibility Criteria Schedule: B-BBEE Status Level/EME or QSE/

### Sub-Consulting:

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level/EME or QSE/Sub-consulting.

**It is a specific tendering condition that tenderers:**

- Have a minimum B-BBEE status level of one (1) or two (2)
- Area in EME or QSE or

If there is a sub-consulting requirement, Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** of the Sub-consulting Company/ies together with the Tender submission.

**Tenderer to note that any deviations from this list of proposed sub-consultants will be subject to acceptance by the Employer's Agent in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.**

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						
5.						



6.						
7.						

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:**

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).

**NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUBCONSULTANT'S PERCENTAGE BEING DISCOUNTED TO ZERO.**

Transnet reserves the right to request additional information of the nominated sub-consultants should it be deemed necessary to verify the compliance to the black ownership percentage or sub-consultant's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Consulting Agreement between the tenderer and proposed sub-consultant(s);
- Copies of the identity documents of the members of shareholders of the sub-consultant;
- Copies of the Audited Financial Statements or Income Statement of the sub-consultant.

## T2.2-14: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

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

## 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

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

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where:

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

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

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

**(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	
-----	--	----	--





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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary

proof to the satisfaction of the purchaser that the claims are correct;

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

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration



2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



..... Signature	..... Date
..... Position	..... Name of bidder



---

## **T2.2-15 NON-DISCLOSURE AGREEMENT**

**[ FEBRUARY 2024 ]**



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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

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

**9. GENERAL**

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



---

---

## T2.2-16: RFQ DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---

---

---

Indicate nature of relationship with Transnet:

---

---

---

---

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



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

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

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

- 
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

Description of the Service: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

---

## T2.2-17: REQUEST FOR QOUTATION– BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

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

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

## **T2.2-18 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

---

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

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

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

---

SIGNATURE OF TENDERER



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

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

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

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

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity

will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

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

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

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

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

## 11 GENERAL

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



Description of the Service: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement in Loliwe House.

---

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

---

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

Signature .....

Date .....

---

## T2.2-20: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

---

## Conflicts of Interest

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-21: Insurance provided by the Contractor

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

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

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



# C1.1 Form of Offer & Acceptance

## Offer

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

**DIESEL STORAGE TANK CLEANING AND DIESEL DISPENSER REPLACEMENT IN LOLIWE HOUSE.**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) -----  
 Capacity -----  
 -----

**For the tenderer:**

-----  
 (Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

-----



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

-----  
Russell Molokoane

Capacity

-----  
Head of Supply Chain

**for the  
Employer**

-----  
Transnet Freight Rail  
151 South Coast Road  
Loliwe House  
Bayhead, Durban  
4001

-----  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date



## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature

-----

-----

Name

-----

Russell Molokoane

Capacity

-----

Head of Supply Chain

On behalf of

*(Insert name and address of organisation)*

Transnet Freight RAIL  
 151 South Coast Road  
 Loliwe House  
 Bayhead, Durban  
 4001

Name & signature of witness

-----  
 -----

-----  
 -----

Date

-----

-----

## C1.2 Contract Data

### Part one - Data provided by the Employer

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The conditions of contract are the core clauses and the clauses for main Option:  dispute resolution Option  and secondary Options	<p><b>A: Priced contract with price list</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X17: Low service damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The Employer is:  Address	<p><b>Transnet SOC Ltd</b></p> <p>Registered address:  <b>Transnet Corporate Centre</b>  <b>138 Eloff Street</b>  <b>Braamfontein</b>  <b>Johannesburg</b>  <b>2000</b></p>
	Having elected its Contractual Address for the purposes of this contract as:	<p><b>Transnet Freight Rail</b>  <b>151 South Coast Road</b>  <b>Loliwe House</b>  <b>Bayhead</b>  <b>4001</b></p>
	Tel No.	<b>031 361 4986</b>
10.1	The Service Manager is (name):	<b>Petros Tsotetsi</b>



Address	<b>Bayhead Terminal 151 South Coast Road Loliwe House, Bayhead Durban 4001</b>
Tel	<b>083 704 1477</b>
e-mail	<a href="mailto:Petros.Tsotetsi@transnet.net"><b>Petros.Tsotetsi@transnet.net</b></a>
11.2(2)	The Affected Property is <b>Bayhead Terminal-151 South Coast Road</b>
11.2(13)	The service is <b>Diesel Storage Tank Cleaning and Diesel Dispenser Replacement</b>
11.2(14)	The following matters will be included in the Risk Register <b>1. Working in confined spaces 2. Cranes Offloading of equipment and tools. 3. Draining of contaminated diesel</b>
11.2(15)	The Service Information is in <b>The Scope of Services</b>
12.2	The law of the contract is the law of <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The language of this contract is <b>English</b>
13.3	The period for reply is <b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b> <b>No additional data is required for this section of the conditions of contract.</b>
21.1	The Contractor submits a first plan for acceptance within <b>1 week of the Contract Date</b>
<b>3</b>	<b>Time</b>
30.1	The starting date is. <b>04 March 2024</b>
30.1	The service period is <b>Two (2) Months</b>
<b>4</b>	<b>Testing and defects</b> <b>No additional data is required for this section of the conditions of contract.</b>
<b>5</b>	<b>Payment</b>
50.1	The assessment interval is <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The currency of this contract is the <b>South African Rand.</b>
51.2	The period within which payments are made is <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The interest rate is <b>The prime lending rate of the Standard Bank South Africa.</b>

<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employer's risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is:	<b>Whatever Contractor deems necessary as the Employer is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The Contractor liability to the Employer for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the Contractor liability to the Employer for loss of or damage to the Employers property is limited to:	<b>The Total of the Prices.</b>
83.1	The Contractor total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>1 week.</b>

## 11 Data for Option W1

W1.1	The Adjudicator is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.</b>
W1.2(3)	The Adjudicator nominating body is:  If no Adjudicator nominating body is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The tribunal is:	<b>Arbitration</b>
W1.4(5)	The arbitration procedure is  The place where arbitration is to be held is  The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Durban, South Africa</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>

## 12 Data for secondary Option clauses

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The service level table is in	<b>Annexure A: X17 Page (2) Contract Data Part 2</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>Nil.</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>

---

X18.5 The end of liability date is **1 year after the end of the service period.**

---

**Z Additional conditions of contract**

---

**Z1 Obligations in respect of Termination**

---

Z1.1 The following will be included under core clause 91.1:

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

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

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

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

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

---

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

---

**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

---

Z2.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

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



---

**Z3 Additional clause relating to Collusion in the Construction Industry**

---

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

---

**Z4 Protection of Personal Information Act**

---

Z4.1 The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

---



# C1.2 Contract Data

## Part two - Data provided by the Contractor

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

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	.....% .....%
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the Contractor's plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
		<b>CV's (and further key person's data including CVs) are in .....</b>



## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

**Identified 11  
and defined  
terms**

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

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

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

## C2.2 Price List

Item no	Description	Unit	Quantity	Rate	Price
	Emptying the tank	Sum	1		
	Cleaning the tank and flushing the pipes	Sum	1		
	Disposing the contaminated diesel and sludge, and issuing a disposal certificate	Sum	1		
	Cleaning the bund and disposing the contaminants (Plants and other organisms)	Sum	1		
	Decommissioning the existing diesel dispenser unit	Sum	1		
	Supply and deliver a new diesel dispenser unit	Sum	1		
	Install a new diesel dispenser unit				
	Supply, deliver and install M16 × 60 full threaded <b>bolts</b> plus associated <b>nuts</b> and <b>washer</b> (36 sets of each)	Each	36		
	Supply deliver and install 3 mm neoprene sponge rubber <b>gasket</b> for 720mm Ø (Outer Diameter) and 580mm Ø (Inner Diameter). With 24 × M16 holes.	Sum	1		
	Supply deliver and install 3 mm neoprene sponge rubber <b>gasket</b> for 200 mm Ø (Outer Diameter) and 100 mm Ø (Inner Diameter). With 4 × M16 holes.	Sum	3		
	Supply, deliver and install steel <b>spade flange</b> (blind flange). Diameter: 200 mm Ø, Thickness: 10 mm. With 4 × M16 holes.	Sum	2		
	Travel	km			



	<b>Total excl. Vat</b>	
	<b>Vat (15%)</b>	
	<b>Total incl. Vat</b>	

The total of the Prices

## **PART C3: SERVICE INFORMATION**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C3.1	This cover page	1
	<i>Service Information</i>	5
	Total number of pages	6

## C3.1 Service Information

### 1 Description of the service

#### 1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* the supply of all competent labour, site supervision, tools, equipment, materials, services and testing necessary for the execution of the works, situated in Loliwe House whilst ensuring compliance to Occupational Health & Safety regulations and adherence to Quality Standards & Specifications.

#### 1.2 **Employer's objectives**

This project specification covers Transnet's requirements for the **diesel storage tank cleaning and diesel dispenser replacement in Loliwe House**.

#### 1.3 Description of the works

The contractor is required to do diesel storage tank cleaning and diesel dispenser replacement in Loliwe House. in line with the Scope of works.

## 2 Specifications

### LOLIWE HOUSE TANK INFORMATION

#### Description of the works: ***Diesel Storage Tank Cleaning and Diesel Dispenser Replacement.***

##### Activity A: Diesel Storage Tank Cleaning

- The tank to be cleaned has the following specifications:
  - Above ground diesel storage tank
  - Volume: 9 m<sup>3</sup> (9 000 litres)
  - Horizontal with a manhole on top (see attached figure)
- The contractor should monitor the gas to ensure that the tank is gas free and oxygen level is within the required limits as per Occupational Health and Safety Act (OHSA), before and during the process of cleaning.
- The contractor should be aware and adhere to working in a confined space laws and regulations.
- The contractor should provide their own Personal Protective Equipment (PPE) and adhere to Transnet's safety regulations.
- Tank should be emptied to the maximum extent by pumping the product (contaminated diesel and sludge) into another container (to be provided by the contractor).
- The emptied product should be disposed accordingly and provide a safe waste disposal certificate from the disposal site to Transnet.
- The contractor should provide transport for the contaminated diesel container to the disposal site
- After emptying the tank completely, all connecting pipes should be emptied and flushed with water.
- Clean the inside of the tank.
- Clean the tank bund.
- Remove all the plants, organisms or objects inside the bund and dispose accordingly.
- Clean the drainage system inside the tank farm.
- Supply, deliver and install M16 x 60 full threaded bolts plus associated nuts and washer (36 sets of each).
- Supply deliver and install 3 mm neoprene sponge rubber **gasket** for 720mm Ø (Outer Diameter) and 580mm Ø (Inner Diameter). With 24 x M16 holes.
- Supply deliver and install three (3), 3 mm neoprene sponge rubber **gasket** for 200 mm Ø (Outer Diameter) and 100 mm Ø (Inner Diameter). With 4 x M16 holes.
- Supply, deliver and install two (2) steel spade flange (blind flange). Diameter: 200 mm Ø, Thickness: 10 mm. With 4 x M16 holes.

- Return the tank to the operational mode with the following:
  - Re-connect all the pipes
  - Close all drain valves and manhole
  - All apertures must have gaskets and be bolted closed to ensure that there are no leaks

### **Activity B: Replacing an old diesel dispenser with a new one**

- Isolate the old diesel dispenser from the electrical power source.
- Disconnect the old dispenser from all the electrical cables.
- Disconnect the old dispenser from the pipes that are connected to the diesel tank.
- Dismantle the old diesel dispenser from its stand.
- Supply, deliver and install a new diesel dispenser
- The specifications are the following:
  - Single refueling hose
  - Minimum length of the refueling hose 6.5 meters
  - Maximum length of the refueling hose 13 meters
  - Dimensional constraints (Maximum): Width: 1 meter, Length: 0.8 meters, Height: 2.5 meters.
  - The diesel dispenser should contain at least but not limited to: Mainboard, power board, keypad, LED display board, control board, pump, EX motor, flow meter, solenoid valve, electromagnetic counter, filter, nozzle, hose, sight glass.
  - Automatic nozzle with a locking device
  - ZVA 25 Nozzle
  - 1 x Electromechanical totalizer per hose
  - Operating power: 220 V – 230 V, 50 Hz
  - Motor specifications: 0.55 kW (Single phase only)
  - Starting current: +/- 20 Amp
  - Full load current: +/- 4 Amp
  - Maximum operating pressure: 350 kPa
  - Operating ambient temperature range: - 20 to + 60 °C
  - Accuracy: Conformance to a maximum legal tolerance of ±0.5 %
  - Quality assurance and conformance to standards:
    - ISO 9001: 2000,
    - SANS 1020,
    - SABS 10378: Legal Metrology Compliance,
    - IEC 3: 60079-11: 1999 (Intrinsic safety standard)
  - Material for outer panels: 3CR12 Corrosion free powder coated sheet steel
  - Material for internal frame: Mild steel plated yellow galvanized
  - Dispenser flow rate 110 liters/min
  - External keypad: large buttons, user friendly menu driven system for both operators and technical staff
  - LCD display: Bright sidelight LCD, intelligent operator messages and error messages
- Mantle the new diesel dispenser to the existing stand
- Connect the new diesel dispenser to the existing 9 m<sup>3</sup> above ground storage tank
- Connect all the electrical cables to the new diesel dispenser
- Connect the existing emergency stopping button to the new diesel dispenser
- Perform all the necessary tests to ensure that the dispenser is in a functional state



Diesel Dispenser





Diesel storage tank

### 3.2. Constraints on how the *Contractor* Provides the Works

Service delivery between 07h30 and 16h00 Monday to Friday only, excluding public holidays.

### 3.3. Requirements for the programme

- The contractor should provide their own water and electricity.

### 3.4. Services and other things provided by the *Employer*

Item	Date by which it will be provided
------	-----------------------------------



- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of Interest**

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

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

### **1.3 5.1 The Contractor's Invoices**

1.3.1 5.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

1.3.2 5.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

1.3.3 5.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number [insert *relevant details*].

1.3.4 5.1.4 The invoice contains the supporting detail [*insert relevant details*].

1.3.5 5.1.5 The invoice is presented either by post or by hand delivery.

1.3.6 5.1.6 Invoices submitted by post are addressed to:

1.3.7 5.1.7 Invoices submitted by hand are presented to:

1.3.8 5.1.8 The invoice is presented as an original.

## **2.1 INSTALLATION**

2.1.1 The contractor shall be responsible for the transport to site, off-loading, storage and security of all material required for the execution of the works.

2.1.2 The contractor shall be responsible for all necessary (as decided by the Transnet manager or Technical officer) connections from nearest Transnet offices to sites.

## **2.2 CONTRACTUAL OBLIGATIONS**

2.2.1 The contractor shall not make use of any subcontractor to perform the works or parts thereof without prior permission from the Technical officer.

2.2.2 The contractor shall ensure that a safety representative is on site at all times. All safety measures prescribed by Transnet – Electrical safety Instruction and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" associated with working on a project of this nature shall be adhered to.

2.2.3 The Contractor shall provide a site office. The Contractor shall provide a triplicate site instruction book and a site diary which must remain in the site office for the duration of the project.

2.2.4 The site instruction book shall only be used by the Project Manager or his/her representative for issuing instructions to the Contractor.

- 2.2.5 The daily diary shall be completed by the Contractor and a detailed description of the work done shall be recorded on a daily basis. Neither the books shall be removed from the site without the permission of the Project Manager.

### **2.3 GUARANTEE AND DEFECTS**

- 2.3.1 The Contractor shall guarantee the satisfactory operation of the complete installation supplied and erected by him/her and accept liability for maker's defects that may appear in design, materials and workmanship.
- 2.3.2 The guarantee period shall expire after.  
A period of 12 months commencing on the date of completion of the contract or the project is handed over to Transnet whichever is the earliest.

#### **1.3.8.1 TO BE SUPPLIED BY THE CONTRACTOR.**

- The provision of all labor and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the specifications and all contract requirements.
- All arrangements regarding water and sanitation requirements for the duration of the contract.
- The Contractor must make his own arrangement for accommodation of his staff. Only accommodation of night watchmen will be allowed on site.
- All material needed to do the work
- And everything else that is needed for proper completion of items listed and quoted for on the schedule of quantities.

#### **1.3.8.2 PROTECTION OF, AND CONNECTION TO EXISTING SERVICES**

- The Project Manager or Technical Officers shall be responsible for locating and pointing out the existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during construction. Damages to any service shall be reported to the Project Manager who will arrange for its repair. The cost of the repair shall be to the Contractor's expenses.

#### **1.3.8.3 SITE FACILITIES**

##### **Contractor's camp**

- The Contractor shall make his own arrangement for the accommodation of his employees and staff. Where temporary housing is permitted by the Project Manager or Technical Officer on Transnet Freight Rail Reserve, the Contractor shall provide a suitable sanitation, lighting and potable water supplies. The Contractor may, where available and subject to the approval of the Project Manager, use Transnet Freight Rail campsites and sanitation services. Fouling of the area inside or outside of the Transnet Freight Rail boundaries must be prevented. The Contractor may be called upon by the Project Manager to dispose any foul or waste matter generated by the contractor.
- All accommodation and associated costs shall be included in the tendered rates. The accommodation of the Supervisory and Labor employees shall be in accordance with the regulatory and statutory requirements of the Local Authorities.
- All buildings used by the Contractor as offices, storage facilities; workshops, sheds and sanitary facilities must be of a temporary nature. Sufficient facilities only for the purposes of this contract must be supplied. The Contractor will be required to demolish and clear up site at completion of contract.

#### **1.3.8.4 Water Supply and Electricity**

- The Contractor shall make his own arrangements for the supply of water and electricity to the proposed campsite. Where available the Contractor may apply to the Project Manager for permission to use the water/ electricity supply. All costs for making it available as well as usage will be to the Contractor's account.

#### **1.3.8.5 SAFETY**

- Contractor will take every precaution not to cause damage to property or injury to any person because of execution of the works.
- Contractor must comply with the provisions of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and all regulations promulgated in terms thereof.
- Contractor must indemnify TFR against all claims for death of or injury to any person whatsoever or damage to any property whatsoever which may arise out of or in consequence of any act of negligence on the part of the Contractor or his employees in the course of execution of the works and against all claims, demands, proceedings, damages, costs charges and expenses in respect thereof.

- Contractor must comply with the provision of the Workmen's Compensation Act 1941 (Act no. 30 1941) or any subsequent Act or amendment thereto and shall provide documentary evidence to this effect.
- Contractor must provide for the safety of his own staff during occupations as well as outside of occupation times and shall ensure his staff's compliance with Transnet freight rail's safety regulations for track work
- Contractor is to confirm each day in the site diary / Instruction book that he has had a safety talk with all his workers and that they have been instructed to stand clear of the track / adjacent tracks when trains are passing.
- The contractor must have the associated competencies and legal requirements to carry out such work as per safety and environmental requirements.
- Contractor to manage liaison and communications with others.

#### **1.3.8.6 WORK REQUIREMENTS AND STANDARDS OF WORKMANSHIP**

- This project is estimated to take at least Four Months.
- Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document are not achieved. Such termination can be done by the sole discretion of the Project Manager in communication with the Executive Manager and Depot Engineer and will be done in writing.
- No major activity is to commence without a supervision from a representative of Transnet Freight Rail.
- The contractor shall be liable to correct any undesirable results due to poor workmanship and shall carry all identified snags and conduct remedial works to address any undesirable results.

#### **1.3.8.7 HOUSE KEEPING**

- The contractor to leave the worksite in an acceptable manner and to not affect or impose negatively on the environment and surrounding area.

#### **1.3.8.8 APPLICABLE SPECIFICATIONS**

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet Freight Rail representative (i.e. Project Manager or Technical Officer)

E4B (Nov. 1996): Minimum communal health requirements in areas outside the jurisdiction of local authority: Temporary facilities for contractor's personnel.

E4E (April, 1997): Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and regulations.

E7/1: Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

#### **1.3.8.9 GENERAL**

- B.1.1 All facilities are to meet Statutory and Transnet health requirements.
- B.1.2 Works to meet all Transnet Specifications.

### 3 Construction

#### 3.1 Temporary works, Site services, construction constraints & requirements

3.1.1 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is specifically excluded from entering the *Employer's* operational area which is adjacent to the site and work area. The *Contractor* plans and organises his/her work in such a manner so as to cause least possible disruptions to the *Employer's* operations.

The *Contractor* ensures, adequate protection for his/her staff members and construction equipment. The *Contractor* will also be responsible for safe movement of motorists, pedestrian and general public in the vicinity of the works area.

The *Contractor* shall conduct all works within his/her work area and ensure that no personnel access the rail reserve situated above the work area.

3.1.2 People restrictions on Site; hours of work, conduct and records:

Site working hours will be the standard Transnet Freight Rail working day, which is from 07h30 to 16h00 on weekdays. No work will be permitted on weekends or public holidays unless a written request is submitted, a week prior to working, to the Project Manager for his acceptance.

3.1.3 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

07h30 to 16h00 on weekdays. No work on weekends and public holidays unless granted permission by the Project Manager.

3.1.4 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.5 The *Contractor* has no title to materials arising from excavations and demolition in the performance of the *works* with the exception of:

3.1.6 The *Contractor* performs the *works* and co-operates with:

The *Employer* to ensure that daily operations and activities are not affected whilst construction work activities continue.

A community liaison officer employed by the *Employer*, with all community related matters and concern raised.

Sourcing local labour via the community liaison officer and Local Ward Councillors in performing the works, if required.

3.1.7 Publicity and progress photographs

Only in the interest of project progress submissions, photographs depicting work may be taken, upon request by the Project Manager.

3.1.8 The *Contractor* provides progress photographs at the discretion of the Project Manager in jpeg format at a location the Project Manager has communicated to the Contractor.

3.1.9 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.10 *Contractor's* Equipment

All earthmoving plant and equipment is to be stored at a designated area. Plant and equipment will only be removed from the designated store / lay down area. This plant and equipment should be returned to the store / lay down area before the end of the shift (i.e. no plant and equipment to be left on site).

Registers of plant and equipment to be generated which will be monitored and maintained by the Contractor but must be available upon request from the *Employer*. Plant and equipment to be stored as per specifications.

3.1.11 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.12 Site services and facilities:

The Employer will identify a lay down area, for the purpose of a site camp, stacking area and other areas if required. This shall be purely land, i.e. no supply of electricity, water, networking, ablutions, offices, store containers or bunded areas. The Contractor shall provide everything necessary for providing for the works.

3.1.13 The *Employer* provides the following facilities for the *Contractor*:

An un-serviced lay down area / site camp.

3.1.14 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.15 Excavations and associated water control

The Contractor is to ensure that all excavations are adequately braced / shored, if necessary, as to prevent potential risk of harm / danger to his / her employees, motorist, pedestrian and the general public.

3.1.16 Where the *Contractor* encounters existing underground services, the *Contractor* undertakes the following:

The Contractor must cease all works immediately and notify the Employer's construction supervisor.

3.1.17 The *Contractor* complies with the following:

Noise levels are to be kept to a minimum standard, as the works to be undertaken is within a residential area. Residual rain water seepage, shall be managed by the Contractor, as to prevent flooding of excavations and subsequent damage to the existing concrete wall and roadway. OSH Act together with Transnet Policy and Procedures.

3.1.18 Giving notice of work to be covered up the Contractor shall notify the Construction Manager or Supervisor, in writing, 24 hours prior to covering up.

The Contractor notifies the Supervisor 24 hours prior upon witnessing field density tests to be conducted. A SANAS approved laboratory to conduct all testing on layer works and premix works.

3.1.19 The *Contractor* complies with the following constraints in the execution of the *works*:

The Contractor may have to interface their works with other contractors on site performing other aspects / disciplines of work required for the Employer.

3.1.20 The *Contractor* is permitted to carry out the following *works* after Completion:

- De-establish site
- Remove and re-instate all lay down areas and site camp
- Housekeeping
- Hand over all pertinent documents (material test reports, etc)

3.1.21 Materials facilities and samples for tests and inspections

The Contractor to provide all test results from a SANAS approved laboratory for all commercial sourced Concrete. Test samples to be carried out on site and sent to a SANAS approved laboratory to cross reference quality and conformance checks.

### 3.1.22 Commissioning

Upon completion, meeting required specifications and standards, the area of work shall be opened for general use.

## 4 Management and start up

### 4.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk register and compensation events	Weekly, on Mondays at 10H00	Loliwe House	Construction Supervisor Safety Officer Construction Manager Contractors Team
Overall contract progress and feedback	Monthly on the 1 <sup>st</sup> at 10H00	Loliwe House	Construction Supervisor Safety Officer Construction Manager Contractors Team

- The Contractor shall attend all site meetings convened by the Project Manager. The purpose of such meetings shall be to discuss progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager or his/her representative.
- Preferable days will be discussed and agreed with Contractor for the meetings. The following people shall attend such a meeting: Project Manager, Technical Officer, and the Contractor's Project Manager or/ and his Site Agent, other department's representatives and any other person who shall be deemed necessary to attend such a meeting.

## **5. Contractor's Liability**

- 5.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 5.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 5.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 5.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 5.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

---

## **6. Industrial action by *Contractor's* employees**

- 6.1 In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 6.2 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 6.3 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
- 6.3.1 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
  - 6.3.2 The Industrial Action Report must provide at least the following information:
    - 6.3.2.1 Industrial incident report,
    - 6.3.2.2 Attendance register,
    - 6.3.2.3 Productivity / progress to schedule reports,
    - 6.3.2.4 Operational contingency plan,
    - 6.3.2.5 Site security report,
    - 6.3.2.6 Industrial action intelligence gathered.
  - 6.3.3 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
  - 6.3.4 The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 6.4 The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 6.5 Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

## PART 4: AFFECTED PROPERTY

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

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

### 1. Description of the Site and its surroundings

#### 1.1. General description

Bayhead Terminal is located in the Durban Transnet Freight Rail area which is part of Durban, and it falls under the Ethekewini Municipality. Bayhead Terminal is part of the infrastructure owned by Transnet Freight Rail and its maintenance and rehabilitation is managed by Rail Network Construction. The depot and rail line are part of the Container Corridor.

The Tenderer shall attend the site clarification meeting and acquaint themselves with the nature of the works, conditions under which the work is to be performed and means of access to the site, any limitations, or other authorities and in general with all matters that may influence or affect the contract. The site can be accessed via municipal roads from 151 South Coast Road, Rossburgh, Durban, 4001 and the contractor to take cognisance of moving Container Equipment, Shunting of Trains and Vehicles.

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

Bayhead Terminal is located on 151 South Coast Road, Rossburgh, Durban, 4001 in the province of Kwa-Zulu Natal, 10km South of Durban. The GPS Co-ordinates are as follows  
29°89'89"S. 30°67'78."E

The main site is a Container Terminal that loads and off-loads containers on rail wagons and trucks. The Diesel Bowser will be used to refuel Containers Handling Equipment. The main site infrastructure is summarised as follows:

- Equipment Tank Car Decanting Area
- Spill Containment Area
- Tankage
- Tank Bund
- Equipment Refuelling Area
- Fuel Pump House
- Drainage System
- Oil Separator
- MCC Room

The site for the works is close to the railway line that is generally busy utilised by shunting rail wagons.

The above are stakeholders that will be affected during the construction. The construction work is Transnet Freight Rail Tender Number: CRAC DNR 43402 Description of the Service: Diesel Storage Tank Cleaning and Diesel Dispenser Replacement

to be conducted in such a way so as not to disrupt operations. The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times unless the saturation does not allow and that must be communicated with the Project Manager before the closure of the access takes place.

Within close proximity to the work area, are Private client properties (Cars and heavy-duty Trucks / Equipment) and the employer's work area (road side), where machinery / plant will be operational and therefore a safe working distance must be maintained.

### **1.3. Subsoil information**

Earthworks are not required.

#### 1.4. Hidden services

Existing services, where identified from records available have been indicated on the drawings (Drawings will only be made available to the successful bidder on request). These services are to be proved before commencement of construction works. Care must be taken so as to not cause damage to these services.

It must be noted that due to the area records not always being up to date, it is advised that where required all proving of services be done by hand.

It is the responsibility of the Contractor to detect and protect the existing services. The Contractor shall liaise with the Project Manager in this regard before commencing excavations.

#### 1.5. Other reports and publicly available information

Private Clients Infrastructure / Equipment.

Heavy duty Equipment or moving Trucks / cars.

Contractor must always to report to Transnet Safety officer then they will be escorted to any site they have to service.

Working hours are Monday to Friday 07.30 to 16.00 (excluding public holidays)

