

## **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: PROVISION OF PREVENTATIVE AND CORRECTIVE GENERAL BUILDING MAINTENANCE (GBM), GENERAL ELECTRICAL MAINTENANCE (GEM) AND GENERAL CIVIL MAINTENANCE (GCM) AS AND WHEN REQUIRED FOR A PERIOD OF 24 MONTHS IN KWAZULU NATAL REGION (VRYHEID AREA).**

<b>RFP NUMBER</b>	<b>: TP/2023/01/0004/21121/RFP</b>
<b>ISSUE DATE</b>	<b>: 31 May 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 12 June 2023</b>
<b>CLOSING DATE</b>	<b>: 28 June 2023</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 Weeks</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area)</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 Google Chrome to access Transnet link). It can also be accessed on the CIDB website.</b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted on Microsoft Teams <b>on 12 June 2023, at 11:00am [11 O'clock]</b> for a period of ± two (2) hours. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Bidders are required to join the compulsory tender clarification meeting through the link below:  <a href="#">Click here to join the meeting</a></p> <p>Bidder should confirm their attendance on this email: Peter.Motodi@transnet.net to enable Transnet to make the necessary arrangements for the briefing session.</p> <p><b>Tenderers will be required to have this Returnable Schedule T2.2-1: Certificate of attendance signed by the Employer's Representative before the Compulsory Tender Clarification Meeting. Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on 28 June 2023.</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>
<b>VALIDITY PERIOD</b>	<p><b>12 weeks</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</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 at

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

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

## 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-6], [**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.*

- 4.13. Transnet reserves the right to award the tender to multiple tenderers for convenience according to its sole discretion
- 4.14. 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.

## 5. 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)

## T1.2 TENDER DATA

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

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

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

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

Clause	Data	
C.1.1	The <i>Employer</i> is	<b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:	
	<b>Part T: The Tender</b>	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Peter Motodi
	Address:	150 Commissioner Street, Carlton Centre, Johannesburg
	E – mail	Peter.Motodi@transnet.net
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  <i><b>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</b></i>	
	<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 **4GB** or higher class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for **4GB** 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 tenderer shall provide a certified copy of its signed joint venture agreement.

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

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

Bidders to refer to attached Annexure A (Technical Evaluation) for a detailed scoring matrix of how bidders will be allocated points associated to the functionality questionnaire.

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

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

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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 intend forming a joint venture appearing on the attendance register.

Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address:

**Peter.Motodi@transnet.net.** This is to ensure that Transnet may make the necessary arrangements for the briefing session.

Tenderers are also requested to have their **RFP document at the briefing session and have their returnable document T2.2-1 Certificate of attendance** signed off by the Employer's authorised representative before the compulsory briefing session.

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C.2.12 No alternative tender offers will be considered.

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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:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **TP/2023/01/0004/21121/RFP**
- The Tender Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area)

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: **12:00pm** on the **28 June 2023**.  
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:

**Mandatory for Bidding Company:**

- 1.1 A valid CIDB Certificate in the correct designated grading – **4GB** or higher.
- 1.2 Submit certified copy of Installation Electrician License and Trade Test;
- 1.3 Submit proof of registration as an Electrical contractor with Department of Labour
- 1.4 Submit a certified Trade Test of the Plumbing Artisan.
- 1.5 Submit a certified copy Minimum National Diploma Safety Management.
- 1.6 Submit a certified Refrigeration and/or Airconditioning Artisan certificate.
- 1.7 Submit a valid letter of Good Standing (COID-A) from Department of Labour and Employment or its agencies.

**Essential Returnable Documents:**

2. 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;** and
3. Proof of registration on the Central Supplier Database.
4. Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties

clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

#### **Returnable Documents used for scoring:**

5. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender.

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

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

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

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:**

Bidders to refer to attached Annexure A (Technical Evaluation) for a detailed scoring matrix of how bidders will be allocated points associated to the functionality questionnaire.

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

- Key Personnel CVs.:
  - a) Electrical Artisan (Post Trade Test Qualification) – **5 points**;
  - b) Plumbing Artisan (Post Trade Test Qualification) – **5 points**;
  - c) Safety Officer (Min. National Diploma Safety Management) – **5 points**;
  - d) Refrigeration and/or Airconditioning- **5 points**;
- Quality Plan – **20 points**.
- Company Previous Experience – **20 points**.
- Method Statement for General Building maintenance works – **20 points**; and

- Health safety Plan - **20 points.**

Each evaluation criteria will be assessed in terms of scores of 0, 5, 10, 15 and 20. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, (See CIDB Inform Practice Note #9).

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

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

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

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

competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## 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:

### **Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and by submitting this Offer has accepted the Conditions of Tender.

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

	Year 1	Year 2
The offered total of the Prices exclusive of VAT is	R	R
Value Added Tax @ 15% is	R	R
The offered total of the Prices inclusive of VAT is	R	R
(in words)		

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the Tenderer:** \_\_\_\_\_

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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)

Capacity

**for the  
Employer**

(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		

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

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

**For the Tenderer:**

**For the Employer**

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
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 <i>conditions of contract</i> are the core clauses and the clauses for main Option:	<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X13: Performance Bond</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>



Address		Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
Having elected its Contractual Address for the purposes of this contract as:		<b>Transnet Property Vryheid area</b>
E-mail		<b>Thembeke.Nzama@transnet.net</b>
10.1	The <i>Service Manager</i> is (name):	<b>Thembeke Nzama</b>
	Address	<b>Malahle House Room 239 5 Dina Road</b>
	Tel	<b>N/A</b>
	E-mail	<b>Thembeke.Nzama@transnet.net</b>
11.2(2)	The Affected Property is	<b>See Site Information</b>
11.2(13)	The <i>service</i> is	<b>Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).</b>
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>

30.1	The <i>service period</i> is	<b>24 Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be 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 <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>General Civil Engineering and Building maintenance plant, equipment and material will be used in this contract</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> 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 <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor's</i> 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 10 000 000/R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> 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 <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> 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 <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>

W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Gauteng</b>
	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 Chairman of the Association of Arbitrators (Southern Africa)</b>

## 12 Data for secondary Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>							
X1.1	The <i>base date</i> for indices is	Always One Month before Tender Closing Date.						
	The proportions used to calculate the Price Adjustment Factor are:							
		<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.30</td><td>Labour (People)</td><td>The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.</td></tr> </table>	proportion	linked to index for	Index prepared by	0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.
proportion	linked to index for	Index prepared by						
0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.						

	<b>0.36</b>	<b>Material (Electrical)</b>	<b>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
	<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
	<b>0.15</b>	<b>Plant (Equipment)</b>	<b>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>

		0.15	Material (Civil)	The “Civil Engineering Material - Total” index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.
		0.01	Fuel	The “Diesel” index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 “Producer Price Index” published by Statistics South Africa.
		0.15	Non-adjustable	
		1.00		
X2	Changes in the law	No additional data is required for this Option		
X4	Parent company guarantee	No additional data is required for this Option		
X13	Performance bond			
X13.1	The amount of the performance bond is	R		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	C3		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Total of the Prices.		

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy.</b>
X18.3	The <i>Contractor's</i> 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 <i>Contractor's</i> total liability to the <i>Employer</i> , 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 <i>end of liability date</i> is	<b>1 years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>	
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z2</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>	

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:
	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
<b>Z3</b>	<b>Additional clause relating to Collusion in the Construction Industry</b>
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.
<b>Z4</b>	<b>Protection of Personal Information Act</b>
Z4.1	The <i>Employer</i> and the <i>Contractor</i> 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
<b>Z.5</b>	<b>Obligations in respect of Subcontracting (If applicable) N/A</b>
Z5.1	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.
Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 .... will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.



Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2 ...., obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>
<b>Z6</b>	<b>Local Production and Content Obligations (If applicable) N/A</b>
Z6.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1.....; 2.....; and 3.....
Z6.2	The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z6.3	<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>

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Z6.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2..... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z6.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.

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## 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 <i>Contractor</i> is (Name): Address Tel No. Email	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	<b>C2 Pricing Data</b> <b>C2 Pricing Data</b>
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>C3</b>
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:	.....

.....

**CV's (and further key person's data including CVs) are in .....**

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
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)

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 Pricing Data

Bidders must first indicate their preferred regional area/s so that they are considered for evaluation in their preferred area. Bidders must also ensure that they provide all required pricing or rates in order to reduce the bids to comparative basis.

NB. Bidder's failure to price as explained above may lead to bid disqualification.

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
	<b>Empangeni</b>				
1.	<b>Health and Safety;</b> This cover all safety obligation as per Occupational Health and Safety Act 85 of 1993 and to include adhering to COVID-19 regulations. Safety include PPE safety file etc. Once off payment for the contract duration.	sum	1		
	<b>Normal Working hour Rates:07h00-17h00 Mondays to Friday</b>				
2.	Multi-skilled Artisan (Bricklayer/ Carpenter/ Plumber / Tiller/ Painter / Welder)	hour	1		
3.	General Labour Rate	hour	1		
4.	Electrician Rate.	hour	1		
5.	Master Electrician	hour	1		
6.	Specialist/ Engineer/ Consultant rate (as per prescribed regulation)	hour	1		
7.	Health and Safety (Officer)	hour	1		
8.	Health and Safety Rep	hour	1		

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
9.	Air-conditioning & refrigeration artisan	hour	1		
	<b>Working hour Rates: Saturdays</b>				
10.	Multi-skilled Artisan (Bricklayer/ Carpenter/ Plumber / Tiller/ Painter / Welder)	hour	1		
11.	General Labour Rate	hour	1		
12.	Electrician Rate.	hour	1		
13.	Master Electrician	hour	1		
14.	Specialist/ Engineer/ Consultant rate	hour	1		
15.	Health and Safety (Officer)	hour	1		
16.	Health and Safety Rep	hour	1		
17.	Air-conditioning & refrigeration artisan	hour	1		
	<b>After hour Rates:17h00- 07h00 Mondays to Friday</b>				
18.	Multi-skilled Artisan (Bricklayer/ Carpenter/ Plumber / Tiller/ Painter / Welder)	hour	1		
19.	General Labour Rate	hour	1		
20.	Electrician Rate	hour	1		
21.	Master Electrician	hour	1		
22.	Specialist/ Engineer/ Consultant rate	hour	1		
23.	Health and Safety Officer	hour	1		



Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
24.	Health and Safety Rep	hour	1		
25.	Air-conditioning & refrigeration artisan	hour	1		
	<b>Sundays and Public Holidays</b>				
26.	Multi-skilled Artisan (Bricklayer/ Carpenter/ Plumber / Tiller/ Painter / Welder)	hour	1		
27.	General Labour Rate	hour	1		
28.	Electrician Rate	hour	1		
29.	Master Electrician	hour	1		
30.	Specialist/ Engineer/ Consultant rate	hour	1		
31.	Health and Safety Officer	hour	1		
32.	Health and Safety Rep	hour	1		
33.	Air-conditioning & refrigeration artisan	hour	1		
	<b>Travelling Cost per KM</b>				
34.	Travel cost will be made after 50km, from the central point to the surroundings.	Km	1		
	<b>Material Percentage Mark-up: VALUE of MATERIAL</b>				
35.	R0 up to R9 999.99	%	1		
36.	R10 000.00 up to R49 999.99	%	1		
37.	R50 000.00 up to R99 999.99	%	1		

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
38.	R100 000.00 up to R199 999.99	%	1		
39.	R200 000.00 and above.	%	1		
	<b>SEPTIC TANKS, DRAINAGE AND MOBILE TOILETS</b>				
40.	<b>Desludging of septic tank</b> using 10 000-liter honey sucker and disposed to an approved dumping site.	Load	1		
41.	Clean and disinfect the contaminated areas due to overflow spillages using SABS approved disinfectants.	m <sup>2</sup>	1		
42.	Provide rented flushing VIP mobile toilets. Toilets to be serviced and maintained daily. The mobile toilets to have at least one male, one female	day	1		
43.	Provide rented flushing VIP PWD mobile toilets fully operational. Toilets to be serviced and maintained daily.	day	1		
44.	Provide rented flushing standard mobile toilets. Toilets to be serviced and maintained daily. The mobile toilets to have at least one male, one female fully operational.	day	1		
45.	Provide rented flushing standard PWD mobile toilets fully operational. Toilets to be serviced and maintained daily.	day	1		
46.	Unblock all sewer line and remove all unwanted material complete, using high pressure Jetting Machine for sewer drains.	day	1		
47.	Unblock all storm water drains and remove all unwanted material complete, using high pressure Jetting Machine for storm water drains.	day	1		

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
	<b>SEWER NETWORK SERVICES</b>				
48.	Use CCTV or Robotic crawler inspection camera for tracing and identifying manholes and collapsed sewer pipes.	day	1		
49.	GIS survey of all the services located during tracing, including software drawings.	day	1		
	<b>PLANT AND EQUIPMENT</b>				
50.	<b>TLB:</b> Rental of TLB complete with operator and fuel for an 8-hour day shift	Each	1		
51.	<b>Excavator:</b> Rental of Excavator complete with operator and fuel for an 8-hour day shift	Each	1		
52.	<b>Front Loader:</b> Rental of front loader per day with operator and fuel for an 8-hour day shift	Each	1		
53.	<b>Grader:</b> Rental of grader with operator and fuel for an 8-hour day shift	Each	1		
54.	<b>Cherry Picker:</b> Rental of Cherry Picker complete with operator and fuel for an 8-hour day shift	Each	1		
55.	<b>Underground cable fault tester and locator:</b> Electrical cable pressure test (1kv – 33kv) complete with operator	Each	1		
56.	<b>Cable Pressure Test:</b> Electrical cable pressure test (1kv – 33kv) including issuing of test certificate	Each	1		
57.	<b>Mark Up Percentage % on Rented Plant</b> e.g., 10%, 15%, 20%. Note: A receipt, quotation, and invoice to be attached.	%	1		
	<b>Refilling of Tanks: The water to comply with SANS 241 specification for drinking water</b>				

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
58.	Supply clean drinking water and refill <b>1000 litre</b> tank	Each	1		
59.	Supply clean drinking water and refill <b>2500 litre</b> tank	Each	1		
60.	Supply clean drinking water and refill <b>5000 litre</b> tank	Each	1		
61.	Supply clean drinking water and refill <b>10 000 litre</b> tank	Each	1		
	<b>Supply Bottled Drinking Water: The water to comply with SANS 241 specification for drinking water</b>				
62.	Supply and deliver 1,5 litre bottled drinking water	Each	1		
63.	Supply and deliver 5 litre bottled drinking water	Each	1		
64.	Supply and deliver 10 litre bottled drinking water	Each	1		
	<b>Eliminating Water Pollution</b>				
65.	Perform a comprehensive set of analysis according to SANS 241 for drinking water to ensure that the water is suitable for human consumption. Sampling to be done in various water discharge stations as directed by the project manager	sample	1		
66.	Supply and install the big blue water purification system complete with 25 watts Ultraviolet (UV) Sterilizers and connect to the water supply as directed by the project manager. Item includes fittings material and connecting to water supply	Item	1		
67.	Replace sediments poly propylene water filters for big blue water purification system complete as directed by the	Ea.	1		

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
	project manager.				
68.	Supply and install a triple stage ultra-filtration system, reverse osmosis purification system.	Item	1		
69.	Replace water filters for a triple stage ultra-filtration system, reverse osmosis purification system as directed by the project manager.	Ea.	1		
70.	Clean the existing 5kl or 10kl water tanks complete inside and outside to remove all dirt and unwanted material. Item include rinsing tank with chlorine water.	Ea.	1		
	<b>Road Maintenance</b>				
71.	Repair of road pothole. Item includes site preparation, labour, material, transport, cutting, backfill with crusher run, stabilize with 2.5% cement and compaction to comply with SABS 1200. Note this is a lump sum item to complete a square meter repair of a pothole.	m <sup>2</sup>	1		
72.	Lay new kerbing up to 1000mm long. Fit standard road kerbs, 280x180x140mm Semi Mountable	m	1		
73.	Supply similar or equivalent to G5 material and lay a layer of 150mm thick compacted to 95% Mod AASHTO. Item includes preparation, level and maintaining the slope	m <sup>2</sup>	1		
74.	Supply similar or equivalent to G5 material and lay a Base layer up to 150mm stabilizer with 2.5% port land cement, and compaction to 98% Mod AASHTO. Keeping a slope of 2% either side and as directed by the project	m <sup>2</sup>	1		

Item no.	Description: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area).	Unit	Quantity Estimate per Request	Rate Year One	Rate Year Two
	manager				
75.	Application of Tack tar coat, evenly on the base layer	m <sup>2</sup>	1		
76.	Application of premix Asphalt 40 mm thick	m <sup>2</sup>	1		
77.	Paint white/yellow lines with road making paint 100mm wide	m	1		
78.	Signage to comply with the national road traffic act regulations. Signage will include stop signs, stop/go, yield chevrons, triangle etc.	item	1		
79.	Lay paving bricks complete. Lay paving (80mm thick) interlocking 25mpa paving bricks	m <sup>2</sup>	1		
80.	Bedding sand. Use fine bedding sand 15mm thick. The sand to have 10-year poison against regrowth of weeds	m <sup>2</sup>	1		
	<b>Total Cost Excl. VAT</b>				
	<b>Vat@15%</b>				
	<b>Total Cost Incl. VAT</b>				

## C3: Scope of Work: Service Information

### Definitions:

In this Scope of Work: -

- 1) **"Access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"Ad hoc works"** also known as **"minor new works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"Affected property"** shall mean premises / sites or any other building / structure / premises within the geographical area applicable to this Contract.
- 4) **"Break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"Call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.
- 6) **"Chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"Contractor"** means the successful tenderer that has been awarded the Service for the period stipulated
- 8) **"Documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **"Down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"Drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) **"Installation"** means the geographical areas Buildings referred in this contract including the installation, water treatment, building management system (BMS) and all related equipment on / in the Site / Affected Property.
- 12) **"Licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 13) **"Non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, the cost and quantity of spares and material is uncertain and therefore excluded.

- 14) **"Normal working-hours"** means office hours, from 07h30 to 17h00 Monday to Friday excluding Public Holidays in South Africa.
- 15) **"Person"** includes, a natural person, a partnership, a business trust, a foundation, any company, or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 16) **"Property"** means any movable, immovable, or intellectual property or any right to such property.
- 17) **"Repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 18) **"Scope of work"** will bear the same meaning as Service Information.
- 19) **"Sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 20) **"Services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 21) **"Service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.
- 22) **"Site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 23) **"Specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 24) **"Supervision"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.
- 25) **"Technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification, and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.
- 26) **"Tenant"** means any Person (including Bu's of Transnet other than Transnet Property) with his staff, client's, and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 27) **"Transnet property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto.
- 28) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions.



29) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

## 1. **Employer's objectives**

**1.1.** The *Employer's* objective is to enter into a term service contract with the *Contractor* to provide general building maintenance as well as general civil maintenance for Transnet Property infrastructure in the **Gauteng Provinces for a period of 24 months** to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

## 2. **Executive overview**

**2.1.** The Employer is desirous that its Employees, Tenants and Others should receive the Services to ensure that the *Site / Affected Property* will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.

**2.2.** The services will be provided **as and when required** and as per the frequency indicated in the Affected Property/Sites in this document for the duration of the Contract. The extent of the work required for General Electrical Maintenance (**GEM**) includes but not limited to the following:

- 2.2.1. Maintenance on electrical High Voltage Network (1k – 33kv) including Substations and miniature substations
- 2.2.2. Maintenance on electrical Low-voltage network (220 – 400kv) (LT panels in the substations and kiosks)
- 2.2.3. Be able to issue certificate of compliance (COC) as and when required.
- 2.2.4. Be able to test substation earthing and cable pressure testing and issue Certificate
- 2.2.5. Trace, locate and repair underground Electrical Cable Faults (Low and High Voltage)
- 2.2.6. Fault find electrical building wiring and repair or replace
- 2.2.7. Replace electrical building installations (light fittings & Tubes/globes, plugs, wiring /Cables)
- 2.2.8. Distribution board rewiring and or replacement including circuit breakers
- 2.2.9. Standby Generator maintenance and repairs including change over control.
- 2.2.10. Test and repair UPS's and or replace batteries
- 2.2.11. Repair and replace motors and pumps on as an when required basis. (Submissive and self-prime pumps)
- 2.2.12. Repair and maintenance on high-mast lights fittings and tubes.

### **CODES OF PRACTICE**

- SANS 10313: Code of Practice for Protection of Buildings against Lightning.
- SANS 10086-1: The Installation and Maintenance of Electrical Equipment used in Explosive Atmospheres.
- SANS 10108: The Classification of Hazardous Locations and the Selection of Electrical Apparatus for use in such Locations.
- SANS 10114-1: Interior lighting Part 1: Artificial lighting of interiors
- SANS 10313: Protection against lightning - Physical damage to structures and life hazard
- SANS 10142-1: The Wiring of Premises Part 1: Low-voltage installations

### **SPECIFICATIONS**

- SANS 121: Hot-dip (galvanized) zinc coatings (other than on continuously zinc coated sheet and wire)
- SANS 156: Moulded-case circuit-breakers
- SANS 160: Electric Room Heaters.
- SANS 164-1: Plug and socket-outlet systems for household and similar purposes for use in South Africa Part 1: Conventional system, 16 A 250 V a.c.
- SANS 172: Low-voltage fuses

SANS 181:	Thermostats for electric storage water heaters
SANS 475:	Interior luminaires for fluorescent lamps
SANS 767-1:	Earth leakage protection units Part 1: Fixed earth leakage protection circuit breakers
SANS 950:	Unplasticized polyvinyl chloride rigid conduit and fittings for use in electrical installations
SANS 1041:	Tubular fluorescent lamps for general service
SANS 1065:	Screwed metal conduit and fittings for electrical wiring
SANS 1085:	Wall outlet boxes for the enclosure of electrical accessories
SANS 1091:	National colour standards for paint
SANS 1274:	Coatings applied by the powder-coating process
SANS 1473-2:	Metal-enclosed busbar trunking systems
SANS 1574:	Polyvinyl chloride (PVC)-insulated electric cables and flexible cords
SANS 1663:	Wall and appliance switches.
SANS 1973:	Low-voltage switchgear and control gear assemblies
SANS 10064:	The preparation of steel surfaces for coating
SANS 60947-3:	Low-voltage air-break switches, air-break disconnectors, air-break switch disconnectors, and fuse-combination units
SANS 60947-4:	Low-voltage switchgear and control gear Part 4- : Contactors and motor starters
SANS 60079-1:	Flameproof enclosures for electrical apparatus Part 1: International requirements
SANS 61558-2-4:	Isolating transformers and safety isolating transformers

**2.3.** The services will be provided **as and when required** and as per the frequency indicated in the Affected Property/Sites in this document for the duration of the Contract. The extent of the work required for General Civil Maintenance (**GCM**) includes but not limited to the following:

- 2.3.1. Maintenance to water networks
- 2.3.2. Maintenance to sewer networks
- 2.3.3. Maintenance to storm water networks
- 2.3.4. Tracing of underground services and providing drawings
- 2.3.5. Excavation
- 2.3.6. Road kerbs
- 2.3.7. Desludging of septic tanks
- 2.3.8. Refilling of JoJo tanks and water supply of 5 liter bottled water
- 2.3.9. Maintenance to Transnet driveways, parking, and access roads
- 2.3.10. Fixing of burst pipes
- 2.3.11. Road marking, parking areas and all paved surfaces
- 2.3.12. Unblocking sewer drains
- 2.3.13. Unblocking of storm water drains
- 2.3.14. Any other services arising out of or incidental to the above or required of the Service Provider for the proper completion of the service in accordance with the true meaning and intent of the contract.

**2.4.** The extent of the work required for general building maintenance (**GBM**) includes but not limited to the following:

- 2.4.1. Ablutions, toilets, basins, showers, urinals, hydroboil installation and kitchen sinks
- 2.4.2. Kitchen refurbishment, and cupboards
- 2.4.3. Maintenance to Transnet buildings
- 2.4.4. Tiling
- 2.4.5. Blinds installation
- 2.4.6. Painting
- 2.4.7. Ceilings
- 2.4.8. Plumbing works
- 2.4.9. Roofs leaks maintenance and roof sheets replacement, roof trusses, gutters, and downpipes

- 2.4.10. Superstructure, Doors, door handles, windows, dry wall partitions and brick walls
- 2.4.11. Refilling of JoJo tanks and water supply of 5 litre bottled water
- 2.4.12. Unblocking sewer drainage
- 2.4.13. Unblocking of storm water drains
- 2.4.14. Minor electrical work inside building
- 2.4.15. Any other services arising out of or incidental to the above or required of the *Contractor* for the proper completion of the service in accordance with the true meaning and intent of the contract.

### 3. Description of the services

**3.1.** This service covers the provision of general building maintenance (GBM), as well as general civil maintenance (GCM) civil, road, sewer and water network maintenance, desludging of septic tanks, refilling of water tanks and supply of bottled water on an as and when required for the Gauteng Province on a 24-month contract or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract on a daily basis. The final acceptance of the Service lies with Transnet Property.

Concrete shall have minimum 15 Mpa compressive strength unless, otherwise specified.  
Movement joints shall be included and cut straight and neat.

**3.2.** The *Contractor* shall be responsible but not limited to the following:

- 3.2.1. General Building Maintenance (GBM)
- 3.2.2. General Civil Maintenance (GCM)
- 3.2.3. Desludging of septic tanks
- 3.2.4. Refilling of water tanks and water supply of 5 litre bottled water
- 3.2.5. Building and Civil engineering construction; waste and rubble removal
- 3.2.6. Transnet Property reserves the right to approve or disapprove these consumables and or other cleansing agents.
  - 3.2.6.1. Only SANS or SABS approved material must be used.
  - 3.2.6.2. The Contractor must submit the specification and Material Safety Data sheets of all consumables two (2) weeks after the contract date and thereafter annually on delivery.
  - 3.2.6.3. The Manufacturer's specification and application must be followed strictly.

**3.3.** The *Employer* shall:

- 3.3.1. Report to the Contractor any irregular performance of or defect in, or damage to any items covered under this Contract.
- 3.3.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
- 3.3.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
- 3.3.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.
- 3.3.5. At the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.

- 3.4.** Any disruptions which are deemed to be beyond the Contractor's control, and which result in the Contractor's workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.
- 3.5.** Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient consumables and materials available and with sufficient staff employed on Site / Affected Property.
- 3.6.** The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.

#### **4. Management structures**

##### **4.1. Performances Measures**

- 4.1.1. Should Contractor fail to meet the Service Levels set out in performance table of this scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a Notice of Non-Performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in the Performance Index in Table 1 hereto and determined in accordance with the table below. Such deduction shall be assessed daily and set off against any payments due by the Client to Contractor.
- 4.1.2. The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Callout for faults maintenance	% Compliance to scheduled time	100%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Statutory Inspection Compliance	Maintaining statutory SANS (OHS Act and other Regulations) Civil Engineering compliance	100%	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Time to Quote	Average number of business days to get a quote to be approved by <i>Employer</i> .	2 days (Dependent on nature and extent of works).	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>2 days (Dependent on nature and extent of works).</li> </ul>
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non-compliance will result in termination of contract)	<ul style="list-style-type: none"> <li>Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month</li> <li>2 consecutive non-conformances will result in termination of contract</li> </ul>
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements Number of notices issued.	0 contraventions	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Availability of material used	Indicative list on Clause 3.5 of this scope of work.	100%	5 % of the monthly invoice, amount payable the following month
Equipment Requirement	Provide submission equipment without failure	<ul style="list-style-type: none"> <li>100% available during equipment verification audit/any random inspection.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Monthly Reports	Timeous submissions of monthly report as per the scope of work	<ul style="list-style-type: none"> <li>Full Compliance to the submission deadlines and agreed with the employer</li> <li>Non-conformance warnings</li> </ul>	<ul style="list-style-type: none"> <li>5% of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract.</li> </ul>

Table 1: Performance Index

## 4.2. Management meetings

- 4.2.1. The Contractor or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Contractor vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Contractor within seven (7) working days.
- 4.2.2. The Contractor must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:
- Name, address, and telephone number of the Contractor.
  - Date of report and reporting period.
  - Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
  - Results of tests on safety devices.
  - Incidents/events.
  - Problems, including administrative problems with the Employer experienced during reporting period.
  - Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.
- 4.2.3. The Employer may request supplementary and interim written reports from the Contractor.

## 4.3. Contractor's Management, Supervision and Key People

- 4.3.1. The Contractor shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Contractor. Whenever the representative (supervisor) is absent from the Site / Affected Property, a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The Contractor shall always ensure that there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.
- 4.3.3. All employees provided by the Contractor in terms of this Contract shall always be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall, of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:
- 4.3.4. The Contractor, or any agent or employee of his, must wear protective clothing where necessary. The Contractor must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
- 4.3.5. Personal hygiene must be always maintained by the Contractor's employees and agents.
- 4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 4.3.7. The salaries or wages paid by the Contractor to his employees must always comply with the applicable statutory requirements in respect of minimum wages and the Basic Conditions of employment act.

- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.
  - 4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.
  - 4.3.9.2. The Contractor shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.
- 4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.
- 4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.
- 4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.
- 4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.
- 4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.

#### **4.4. Deliverables**

- 4.4.1. The service contractors shall submit the following reports, attached to all invoices:
  - 4.4.1.1. Report on services delivered/performed.
  - 4.4.1.2. Material used.
  - 4.4.1.3. Completed checklist where applicable.
  - 4.4.1.4. Ad hoc services requested where applicable.
  - 4.4.1.5. All staff and labour issues that can affect service delivery to Transnet.
  - 4.4.1.6. Incident report summary as compiled. All incidents shall be reported as soon as they occur, and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
  - 4.4.1.7. The weekly and monthly reports shall have a summary of key issues affecting the affected building or any major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.



#### **4.5. Documentation Control**

- 4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.
- 4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.
- 4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.
- 4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors, or omissions detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 4.5.11. The Contractor shall, on a monthly basis provide the Employer with all records related to this Contract/Service.

#### **4.6. Invoicing and Payment**

- 4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant



service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.

4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

4.6.2.1. Full description of Service / Task performed. (In respect of emergency callouts, the time and date and name of the person who called the Contractor must be indicated).

4.6.2.2. Fixed monthly contracted services performed.

4.6.2.3. Detailed list of materials / spare parts used to show unit prices, Contractor's mark-up, and sub-total.

4.6.2.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).

4.6.2.5. V.A.T.

4.6.2.6. Grand Total.

4.6.3. Supporting documentation must be furnished in respect of all materials / Consumables / hygienic detergents and sub-contract service bought out in the form of copies of Contractor/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by Contractors to the Contractor in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Contractor until such information / documentation have been furnished to the Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Contractor in sufficient time before any such payments certificate became due.

4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved cleaning schedule plan for the applicable period.

4.6.5. Payment will be made thirty (30) days from the date of receipt of the Contractor's signed invoice and credit notes.

4.6.6. In the event that any emergency service / work / task order or overtime is provided at the Employers request and subsequent inspection does not reveal any defect for which the Contractor is responsible the Contractor reserves the right to charge the Employer, in accordance with the agreed day work rates plus all travelling.

**4.7. Training Workshops and Technology Transfer**

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

**4.8. Things Provided at the End of the Service Period for the Employer's Use**

4.8.1. Equipment

- a) The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock.

#### 4.8.2. Information

- a) The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

### 4.9. Management of Work Done by Task Order

- 4.9.1. The Contractor shall in the event of the Employer requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the Employer before attending to the work.
- 4.9.2. No work other than that described in the Scope of Work will be done by the Contractor without a Task Order (official order number) issued to the Contractor by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.
- 4.9.3. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Service Manager for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.
- 4.9.4. The Contractor will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The Employer reserves the right to employ other contractors on an open tender basis where works are done on a project basis and not be a Term Service Contract.
- 4.9.5. The Employer reserves the right to execute any work covered under this Contract with his own employees.
- 4.9.6. Should it be required from the Contractor to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.
- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.
- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Contractor/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The Contractor must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

## **5. Health and Safety, Environment and Quality Assurance**

### **5.1. Health and safety, Risk, Environmental Constraints and Management**

- 5.1.1. The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority regarding the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.
- 5.1.2. The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- 5.1.4. The Contractor shall at his own costs at all times comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

### **5.2. Quality assurance requirements**

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

## **6. Procurement**

### **6.1. Equipment**

- 6.1.1. The supply of Equipment not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.2. The Contractor shall ensure that any and all material procured by the Contractor for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Contractor obtain material at a premium and should the Employer be able to prove that the Contractor did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Contractor for the portion of the price for which the Contractor paid a premium. A minimum of Two (2) competitive quotes shall be sourced by the Contractor for such material to be supplied.

- 6.1.3. The Employer may supply Equipment for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Equipment, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's Equipment other than through normal wear and tear, and any uneconomical use or loss of Equipment provided by the Employer, will be recovered from the Contractor.
  - 6.1.4. Only Equipment of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
  - 6.1.5. Consumables, Equipment used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
  - 6.1.6. The Contractor shall provide and keep or have a list of all consumables. The Employer reserves the right to inspect the inventory list at any time during the term of this Contract.
  - 6.1.7. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
  - 6.1.8. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Equipment being removed from service for periods exceeding two (2) hours.
  - 6.1.9. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been delivered by the Contractor, approved and taken over by the Service Manager.
  - 6.1.10. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered.
  - 6.1.11. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose.
  - 6.1.12. All Equipment stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to or have been officially accepted by the Employer.
  - 6.1.13. The Contractor shall be responsible for the provisioning of all material, products, consumables (cleaning materials etc.) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.
  - 6.1.14. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary
- 6.2. Correction of defects**
- 6.2.1. If the Employer decide that any work done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of

such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.

6.2.2. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor:

6.2.2.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to complete the work in question plus an administration cost of twenty five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or

6.2.2.2. Cancel this Contract and recover from the Contractor any damages that it may suffer as a result of such cancellation and / or breach.

## **7. Working on Affected Property**

### **7.1. Employer's site entry and security control, permits, and site regulations**

7.1.1. The Contractor shall at all times ensure that its employees, agents, representatives, specialist-, subcontractors and Contractors:

7.1.1.1. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.

7.1.1.3. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:

- a colour photograph of the relevant member
- full names and surname
- identity number

7.1.1.4. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.

7.1.1.5. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

7.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

7.1.1.7. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

- 7.1.1.8. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
- 7.1.1.9. Any disruptions which are deemed to be beyond the Contractor's control, and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 7.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

## 7.2. People restrictions, hours of work, conduct and records

- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are **Monday to Sunday, day and night.**
- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethics.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty-four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or



- operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

### **7.3. Personnel Standards**

#### **7.3.1. Contractor staff must be:**

- 7.3.1.1. able to communicate the official language of Transnet which is English.
- 7.3.1.2. physically fit to perform the tasked duties as required.
- 7.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner.

#### **7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:**

- 7.3.2.1. Absence without proper notification.
- 7.3.2.2. Accepting any gifts or bribes in the line of duty;
- 7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- 7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- 7.3.2.5. Enabling any person to secure stolen property from the Premises;
- 7.3.2.6. False reporting;
- 7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
- 7.3.2.8. Sleeping on duty or neglecting his/her duty;
- 7.3.2.9. Using or carrying a weapon;
- 7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- 7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- 7.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- 7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
- 7.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

#### **7.3.3. Contractor staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.**

### **7.4. Health and safety facilities on the Affected Property**

- 7.4.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.

- 7.4.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 7.4.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- 7.4.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.4.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

## **7.5. Records of Contractor's Equipment**

- 7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.
- 7.5.2. The Contractor shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

## **7.6. Site services and facilities**

### **7.6.1. Provided by the Employer**

- 7.6.1.1. Rest room facilities
- 7.6.1.2. Storage facilities
- 7.6.1.3. Site office

- 7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)

### **7.6.3. Provided by the Contractor**



- 7.6.3.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.

## **7.7. Tests and inspections**

- 7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.
- 7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.
  - 7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow-up inspection shall be borne by the Contractor
  - 7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed work satisfactorily as agreed.
  - 7.7.2.3. The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

## **8. List of Drawings**

- 8.1. There are no drawings provided by the Employer in respect of this works.

## PART 4 : SITE INFORMATION

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

#### General description

The areas where the GBM and the GCM services will be carried out are as follows:

1.1.1. **KwaZulu Natal:** Vryheid area.

The sites are located in the KwaZulu Natal Province, and the as and when GBM and GCM services will be carried out at the areas mentioned above, and as stipulated in the bill of quantities and the scope of works. There are several other existing buildings within the premises where the *works* will be carried out; however, the proposed building renovations will not interfere with the surrounding buildings during the progress of *works*.

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

There are existing hook up points with existing facilities on some of the building structures, however there will be no comprise to these existing facilities on site.

#### 1.2. Subsoil information

None

#### 1.3. Hidden services

Notification by the project manager will be issued to the contractor through site instructions

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

None

## ANNEXURE A

## TECHNICAL EVALUATION

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
<b>CVs of Key persons:</b> Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).	<b>Electrician, Plumbing artisan, Plumber, Aircon and Refrigeration artisan, Health and Safety Officer</b>		20
	No CV attached/no experience	0	
	Build environment installation works or maintenance experience (related to the works) $\geq 1, \leq 4$ yrs. <b>CV for the Plumber.</b>	5	
	Build environment installation works or maintenance experience (related to the works) $\geq 1, \leq 4$ yrs. <b>CV for the Air-conditioning and refrigeration artisan.</b>	5	
	Build environment installation works or maintenance experience (related to the works) $\geq 1, \leq 4$ yrs. <b>CV for the Health and Safety Officer and Representative.</b>	5	
	Build environment installation works or maintenance experience (related to the works) $\geq 1, \leq 4$ yrs. <b>CV for the Electrician and Master Electrician.</b>	5	
<b>Quality Plan:</b> Key Elements: 1. Quality Policy 2. Quality Manual 3. Organizational Structure & Responsibility 4. Internal Process 5. Continuous Improvement 6. Document Control	No Quality Plan	0	20
	Document with only 1 to 3 key elements of quality plan	5	
	Document with only 4 key elements of quality plan	10	
	Document with only 5 key elements of quality plan	15	
	Document with all 6 key elements of quality plan	20	
<b>Company Previous Experience:</b> Bidders experience in carrying out work of a similar nature. (Electrical maintenance/plumbing maintenance and General building maintenance).	No evidence provided	0	20
	Bidder has successfully completed 3 similar Project (similar projects include general building works).  Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	5	
	Bidder has successfully supplied 4 similar services. (Similar projects include general building works) Proof of experience attached in client letter	10	



## Transnet Property

Tender Number: TP/2023/01/0004/21121/RFP

Description of the Service: Provision of Preventative and Corrective General Building Maintenance (GBM), General Electrical maintenance (GEM) and General Civil maintenance (GCM) as and when required for a period of 24 months in KwaZulu Natal Region (Vryheid area)

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
	head in the form of award letter or reference letter or contract with the client contact details, project title and description of works.		
	Bidder has successfully supplied 5 similar services. (Similar projects/Contract include general building works)  Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	15	
	Bidder has successfully Supplied >5 similar Services. (similar projects include general building works) Proof of experience attached in client letter head in the form of award letter or reference letter, or contract with the client contact details, project title and description of works.	20	
<b>Method Statement for General Building maintenance works:</b> Key elements: 1. Health and safety (including PPE) 2. Maintenance approach 3. Quality control, 4. Quality assurance 5. Applicable Standards and regulations 6. Compliance to maintenance schedules 7. Compliance to key performance indicators	No submission or method statement does not refer to the general building works	0	20
	Method statement only covers 1 to 2 of the key elements on how the contractor will execute general building works	5	
	Method statement covers 3 to 4 of the key elements on how the contractor will execute general building works / civil maintenance works	10	
	Method statement covers 5 to 6 of the key elements on how the contractor will execute general building works/ civil maintenance works	15	
	Method statement covers 7 of the key elements on how the contractor will execute general building works/ civil maintenance works	20	
<b>Health and Safety Plan for General Building/Civil maintenance works:</b> Key elements: 1. Health and Safety Policy 2. Hazard Identification and Risk Assessment 3. Legal and Other Requirements 4. Health and Safety Objectives	No submission of Health and Safety Plan or submission does not refer to the general building/ civil maintenance works	0	20
	Health and Safety Plan only covers <b>1 to 4</b> of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	5	



## Transnet Property

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Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
5. Resources, Accountabilities and Responsibilities	Health and Safety Plan only covers <b>5 to 9</b> of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	10	
6. Competence, Training and Awareness			
7. Communication, Participation and Consultation			
8. Operational Control	Health and Safety Plan only covers <b>10 to 14</b> of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	15	
9. Emergency Preparedness and Response			
10. Management of Change			
11. Sub-contractor Alignment	Health and Safety Plan covers all <b>15</b> the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information.	20	
12. Incident Reporting and Investigation			
13. Non-conformance and Action Management			
14. Performance Assessment and Auditing			
15. Measuring and Monitoring			
<b>Maximum possible score</b>			<b>100</b>

Minimum score for technical evaluation is **60/100**

### Addendum:

#### Health and Safety Plan Guideline

The contractor must prepare, implement and maintain a project specific SHE Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the contractor's commitment to HEALTH AND SAFETY and must, as a minimum, include the following:

- A copy of the contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;



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- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation arrangements** concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- **Emergency Preparedness and Response** procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Sub-contractor Alignment procedures** – a process must be in place for the assessment of sub-contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring plans**, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;
- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

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

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

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

T2.2.1 Certificate of attendance

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

CIDB Registration

#### **Stage Three: Functionality – Technical Evaluation Criteria**

### **2.1.2 Returnable Schedules:**

#### **General:**

T2.2-2 Authority to submit tender

T2.2-3 Record of addenda to tender documents

T2.2-4 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not pre-qualification)

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

T2.2-5 Certificate of Acquaintance with Tender Document

T2.2-6 RFP – Breach of Law

T2.2-7 Non-Disclosure Agreement

T2.2-8 Service Provider Integrity Pact

T2.2-9 Supplier Code of Conduct

T2.2-10 RFP Declaration Form

T2.2-11 Compulsory Enterprise Questionnaire

## **2.2 GENERAL BID CONDITIONS**

### **2.3 C1.1 FORM OF OFFER & ACCEPTANCE**

### **2.4 C1.2 CONTRACT DATA**

### **2.5 C2.1 Pricing Instructions**

### **2.6 C2.2 PRICE LIST**

### **2.7 C3.1 Service Information**

### **2.8 C4.1 Site Information**

## T2.2-1: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

#### 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



## T2.2-2: 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



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**B. Certificate for Partnership**

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

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

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

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

resulting from it on our behalf.

Name	Address	Signature	Date

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



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### 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



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## 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



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## T2.2-3: Record of Addenda to Tender Documents

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

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

## 2.2-4 Proposed Sub-Contractors:

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Sub-contractor	Proposed Sub-contractor National Treasury Central Supplier Database Registration Number Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					

## T2.2-5 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.



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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





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## T2.2-6: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH: \_\_\_\_\_

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 TENDEER



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## T2.2-7 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**and**

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

- 1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 Bid or Bid Document (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [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



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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



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- 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.



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### 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.



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- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



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## **T2.2-8 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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")



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## PREAMBLE

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





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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



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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.



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- 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



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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;



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- 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;



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- 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





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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.

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 .....





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## T2.2-9: 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.



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- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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



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### **Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
 Signature



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## T2.2-10: RFP DECLARATION FORM

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

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

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

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

\_\_\_\_\_

ADDRESS:

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

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



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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 T2.2-8 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

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

## T2.2-11: Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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	
_____	

## **D 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 Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be

	obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> ]
<b>EME<sup>1</sup></b>	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.....%

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

- 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	
-----	--	----	--

[illegible]

## 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;"><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p style="text-align: right;">.....</p>
---	---

## **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>2</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 State institution

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.  
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods,

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

# **GENERAL BID CONDITIONS**

## **[TP/2023/01/0004/21121/RFP]**

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## **1 DEFINITIONS**

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

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

## **2 GENERAL**

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

## **3 SUBMITTING OF BID DOCUMENTS**

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



#### **4 USE OF BID FORMS**

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

#### **5 BID FEES**

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

#### **6 VALIDITY PERIOD**

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

#### **7 SITE VISITS / BRIEFING SESSIONS**

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

#### **8 CLARIFICATION BEFORE THE CLOSING DATE**

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

#### **9 COMMUNICATION AFTER THE CLOSING DATE**

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

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 RETURNABLE DOCUMENTS**

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

## **12 DEFAULTS BY RESPONDENTS**

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

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

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

## **13 CURRENCY**

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

## **14 PRICES SUBJECT TO CONFIRMATION**

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

## **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

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

## **16 EXCHANGE AND REMITTANCE**

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

## **17 ACCEPTANCE OF BID**

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

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

## **19 TERMS AND CONDITIONS OF CONTRACT**

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

## **20 CONTRACT DOCUMENTS**

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

## **21 LAW GOVERNING CONTRACT**

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

## **22 IDENTIFICATION**

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

## **23 RESPONDENT'S SAMPLES**

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

## **24 SECURITIES**

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

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

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

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

## **26 EXPORT LICENCE**

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

## **27 QUALITY OF MATERIAL**

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

## **28 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **29 VALUE-ADDED TAX**

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

### **29.2 In respect of foreign Services rendered:**

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

### **30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

#### **30.1 Method of Payment**

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

#### **30.2 Conditional Discount**

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

### **31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

#### **31.1 Contract Quantities**

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

estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

### 31.2 **Delivery Period**

#### a) **Period Contracts and Fixed Quantity Requirements**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

#### b) **Progress Reports**

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

#### c) **Emergency Demands as and when required**

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## 32 **PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

### 32.1 **Copyright**

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

### 32.2 **Drawings and specifications**

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

### 32.3 **Respondent's drawings**

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

### 32.4 **Foreign specifications**

The Respondent quoting for Goods/Services in standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid.



Non-compliance with this condition may result in disqualification in accordance with foreign specifications, other than British and American.

### **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

- 33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

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

### **34 DATABASE OF RESTRICTED SUPPLIERS**

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

### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

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

## SUPPLIER DECLARATION FORM

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

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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

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

<b>YES</b>		<b>NO</b>	
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13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted to it.
14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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

## APPENDIX A

## Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name? Yes ☐ No ☐

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

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

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

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



Appendix B

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

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**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

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

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

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**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

3. I hereby declare under oath that:

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

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

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

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

 \_\_\_\_\_  
**Commissioner of Oaths**  
**Signature & stamp**

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

3. I hereby declare under oath that:

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

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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

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

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

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

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

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

\_\_\_\_\_  
**Commissioner of Oaths  
 Signature & stamp**