

Transnet Rail Infrastructure Manager
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ) ERACMM-PRZ-51032

**FOR THE SUPPLY AND INSTALL OF FIBRE REINFORCED PLASTIC HANDRAILS UNDER THE
CONTROL ENGINEERING DEPOT OF KOEDOESPOORT**

RFQ NUMBER	: ERACMM-PRZ-51032
ISSUE DATE	: 15 OCTOBER 2025
COMPULSORY SITE BRIEFING DATE	: 22 OCTOBER 2025
CLOSING DATE	: 29 OCTOBER 2025
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 21 JANUARY 2026

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

CONTENTS

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Price List

Part C3: Scope of service

- C3.1 Service Information

Part C4: Affected Property

T1.1 Tender notice and invitation to tender

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort(<i>service</i>)
TENDER DOWNLOADING	This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge To download RFQ and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents. The RFQ may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (refer to section 2, paragraph 3 below for detailed steps)
COMPULSORY BRIEFING SESSION	A Compulsory Tender Clarification will be from Engen Garage (after PPC Cement from Pretoria CBD direction thereafter will proceed to the bridge where service will be done on the 22 October 2025 [10:00] for a period of ±30 minutes). For directions contact Livhuwani Mashamba on 076 359 2860. For commercial enquiries: Matete Kutumela by email to: matete.kutumela@transnet.net [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

	A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. NB: Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00 am on 29 October 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on “ADVERTISED TENDERS” to view advertised tenders;
 - Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on “SIGN IN/REGISTER” - to sign in if already registered;
 - Toggle (click to switch) the “Log an Intent” button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders 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 RFQ is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

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 Service 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).

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	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Yvonne Scannell
	Address:	Nzasm Building

		Cnr of Minnaar and Paul Kruger Streets Pretoria 0001
	Tel No.	012 315 2059
	E – mail	Yvonne.scannell@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 Stage Two - Eligibility in terms of the Construction Industry Development Board: a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 2 CE 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: - every member of the joint venture is registered with the CIDB; - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 2 CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations - The tenderer shall provide a certified copy of its signed joint venture agreement. <i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i> Stage Three - Functionality Criteria Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points. The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.	
C2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance	

	register. Tenderers are also required to bring their RFQ document to the briefing session and have their returnable document T2.2-1 certificate of attendance signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the English Language .
C.2.13.5 C2.15.1	The <i>Employer's</i> details and identification details that are to be shown on each tender offer package are as follows:
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: 10:00am on the 29 October 2025 Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); <u>NO LATE TENDERS WILL BE ACCEPTED</u>
C.2.16	The tender offer validity period is 12 weeks after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. <u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.</u> 2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all black youth with 51% black ownership or more together with the tender; 3. A Valid CIDB CRS Number in order to confirm the correct and required designated grading 4 Proof of registration on the Central Supplier Database 5 Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. Note: Refer to Section T2.1 for List of Returnable Documents
C3.11	Only tenders that achieve the minimum qualifying score for functionality will be evaluated in further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations. 80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes

Thresholds	Minimum Threshold
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific Goals	20
Total Score:	100

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or 2	10
30% Black Women Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 30% Black Woman Owned	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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.at any stage from the date of close of the tenders until completion of the contract.

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

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

Functionality Criteria

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

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

Functionality criteria	Maximum number of points
T2.2.2 Method Statement	30
T2.2.3 Service plan	30
T2.2.4 Proven experience to supply and install of fibre plastic handrails at bridges	40
Maximum possible score for Functionality	100

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

T2.2.2 Method Statement
T2.2.3 Service plan
T2.2.4 Proven experience to supply and install of fibre plastic handrails at bridges

	Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 100 The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9). Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.
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.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 LIST OF RETURNABLE DOCUMENTS

These schedules are required for eligibility purposes:

T2.2.1 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

- **(Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official))**

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

These schedules will be utilised for evaluation purposes:

T2.2.2 Method Statement

T2.2.3 Service Plan

T2.2.4 Proven experience to supply and install of fibre plastic handrails at bridges

T2.2 List of Returnable Schedules

2.1.3 Returnable Schedules:

General:

- T2.2.5 Health and Safety Questionnaire
- T2.2.6 Health and Safety Cost Breakdown
- T2.2-7 Authority to submit a Tender
- T2 2-8 Record of Addenda
- T2.2-9 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Schedule of proposed Subcontractor
- T2.2-12 Affected Property Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFQ Declaration Form
- T2.2-16 RFQ – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 POPI Act form

Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the *Contractor*
- T2.2-21 Three (3) years audited financial statements

Transnet Vendor Registration Form:

- T2.2-22 Transnet Vendor Registration Form

2. Contract Data

2.1 C1.1 Offer portion of Form of Offer & Acceptance

2.2 C1.2 Contract Data Contract Data Part Two (Data by Contractor)

2.3 C2.2 Price List

T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
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: Evaluation Schedule: Method Statement

Note to tenderers:

Tenderer must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project. A detailed method statement is required, covering the drilling for the stanchion base anchor bolts and sequence of all aspects of installing the handrails including the splicing (to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).

Method statement must clearly state how the tenderer intends to carry out all the activities specified in the scope of service.

1. It must include the tasks that will be performed including the sequence of events, the equipment to be used and the personnel involved.
2. Tenderer must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the service.
3. A detailed method statement covering the drilling for the stanchion, base anchor bolts and sequence of all aspects of installing the handrails including the splicing (to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).
4. The tenderer must demonstrate the following aspects but not limited to:
 - a) Order and timing of the planning, construction and inspection milestones that will take place in order to provide the service.
 - b) Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the method statement submitted by the Tenderer

Method Statement = 30 points
0 = No proof of Method Statement submitted
40 = The methodology submitted but not relevant to install fibre reinforced plastic handrails
70 = The methodology/approach is generic and not tailored to address the specific project objectives and the approach does not adequately deal with the critical characteristics of the project.
90 = The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution and the methodology to manage is specifically tailored to address the critical characteristics of the project.
100 = The methodology/approach indicates important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

Transnet Rail Infrastructure Manager

Tender Number: RFQ ERACMM-PRZ-51032

Description Of The Service: For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

Signed

Date

Name

Position

Tenderer

T2.2-3: Evaluation Schedule: Service plan

The tenderer shall provide the proposed service plan on Microsoft Project/Gantt Chart), showing but not limited to the following;

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

Total Points = 30	Service Plan
Score 0	No proof of service plan submitted
Score 40	Service plan submitted showing the full Scope including appropriate sequence of service and programme logic (Ability to execute the service in terms of the Employer's requirements ,indicating the order and timing of the construction activities that will take place
Score 70	Service plan showing Starting and Completion,"and are logically linked to activities .All activities to be logically tied using a clearly defined critical path method (CPM).
Score 90	All activity duration to be realistic and based on quantities and activities that can be measured in days.The calendar on the schedule should represent the actual workweek/month used.E.g.weekends as non-working periods.
Score 100	Realistic duration backed with equipment required for the project and earliest date achievable for the Completion of the whole service as indicated on the Contract Data in a Microsoft Project/Gantt Chart)

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-4 Evaluation Schedule: Previous Experience to supply and install fibre reinforced plastic handrails at bridges

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying and installing fibre reinforced plastic handrails handrails.

A list of previous / current comparable projects to supply and install fibre reinforced plastic handrails at bridges

- (previous PO's and completion certificates **only** (no Letter of award or appointment letters will be accepted)
- similar service as detailed in the Service Information with reference to:

Previous service experience in supply and install fibre reinforced plastic handrails

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

Client	Client contact details	Project Description	Year of project completion	Contract Value

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer

Previous experience to supply and install of fibre plastic handrails at bridges = 40
0 = Did not submit any proof to supply and install of fibre plastic handrails at bridges
40 = Contractor has experience to supply and install fibre reinforced plastic handrails at bridges and completed (0 -2) projects and submitted previous PO's or completion certificates
70 = Contractor has experience to supply and install fibre reinforced plastic handrails at bridges and completed three (3) projects and submitted previous PO's or completion certificates
90 = Contractor has experience to supply and install fibre reinforced plastic handrails at bridges and completed four (4) projects and submitted previous PO's or completion certificates
100 = Contractor has experience to supply and install fibre reinforced plastic handrails and completed more than five (5) projects and submitted previous PO's or completion certificates

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

2.1.3 Returnable Schedules: General:

T2.2-5: Health and Safety Questionnaire

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

2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:
3. CERTIFICATE OF RECOGNITION	
Does your company have a Certificate of Recognition? ☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____	

4. SAFETY PROGRAM					
Do you have a written safety program manual?				☐ Yes	☐ No
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution?				☐ Yes	☐ No
If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			
5. TRAINING PROGRAM					
5A.	Do you have an orientation program for new hire employees?			☐ Yes	☐ No
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐

FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly
☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items? _____

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

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

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

Do you have a hazard assessment process? ☐ Yes ☐ No

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

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

How does your company measure its H&S success?

- Attach separate sheet to explain

7.	SAFETY STEWARDSHIP					
7A	Are incident reports and report summaries sent to the following and how often?					
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager	☐	☐	☐	☐	☐
	Managing Director	☐	☐	☐	☐	☐
	Safety Director/Manager	☐	☐	☐	☐	☐
	/Chief Executive Officer	☐	☐	☐	☐	☐
7B	How are incident records and summaries kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	☐	☐	☐	☐	☐
	Incidents totaled by project	☐	☐	☐	☐	☐
	• Subtotaled by superintendent	☐	☐	☐	☐	☐
	• Subtotaled by foreman	☐	☐	☐	☐	☐
7C	How are the costs of individual incidents kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	☐	☐	☐	☐	☐
	Costs totaled by project	☐	☐	☐	☐	☐
	• Subtotaled by superintendent	☐	☐	☐	☐	☐
	• 0Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐
7D	Does your company track non-injury incidents?					
		Yes	No	Monthly	Quarterly	Annually
	Near Miss	☐	☐	☐	☐	☐
	Property Damage	☐	☐	☐	☐	☐
	Fire	☐	☐	☐	☐	☐
	Security	☐	☐	☐	☐	☐
	Environmental	☐	☐	☐	☐	☐
8	PERSONNEL					
	List key health and safety officers planned for this project. Attach resume.					
	Name	Position/Title		Designation		
	Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?					
	Name	Address		Telephone Number		
	Other responsibilities:					
9	REFERENCES					
	List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program					
	Name and Company	Address		Phone Number		

T2.2-6 Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-7 Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
_____ hereby authorise Mr/Ms _____ acting in the capacity of _____
_____, to sign all documents in connection with the tender offer for Contract _____
_____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-8 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-9 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-10: Risk Elements

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

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

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

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

T2.2-11: Schedule of Proposed Subcontractors

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

Note to tenderers: .

- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract.
- 00Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐	☐	☐

•

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐	☐	☐

•

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work

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

T2.2-12: Affected Property Establishment Requirements

Tenderers to indicate their Affected Property establishment requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

T2.2-13 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

•

Section 7: The attached SBD 6 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS Refer to clause 3.2 below	20
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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, service 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”** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development service plan identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	10
30% Black Women Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME	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 6.1

- 6.1 B-BBEE Status Level of Contribution: . = ...(based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other 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-BBEE status level of contribution indicated in paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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:

.....
.....

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

T2.2-14 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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other

information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 *is publicly available at the time of its disclosure or becomes publicly available [other than 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 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 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or*
 - 2.3.2 *to the extent required by law or the rules of any applicable regulatory authority, subject to clause*
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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 service pland 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 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-15: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-25 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

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

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

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

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-17: 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 RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-18: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

In order to achieve these goals, Transnet and the Tenderer / Service Provider 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 service, 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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 Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service

Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance service plan for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider 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 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 around Transnet's blacklisting 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 blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

7 PREVIOUS TRANSGRESSIONS

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

removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph **Error! Reference source not found.** 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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature

Date

T2.2.19 PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

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

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, 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 RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (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 the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ 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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

T2.2-20: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.00			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-21-: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

T2.2-22 SUPPLIER DECLARATION FORM

VENDOR REGISTRATION

1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	Proof of registration	Company registered before 1 May 2011: CM1 – Incorporation of a Company Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate	
4.	Proof of Ownership / Management	Company registered before 1 May 2011 - CM29 – Contents of Register of Directors, Auditors and Officers Company registered after 1 May 2011 - CoR 15.1 Memorandum of Incorporation -MOI - CoR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
5.	BBBEE	EME (Turnover below R10m)	
		- EME Affidavit signed by EME - NO certificates by SANAS accredited BBBEE verification agency accepted - NO accountant letters are accepted	
		QSE (Turnover between R10m and R50m)	
		IF >51% black owned - QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency - NO accountant letters are accepted	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
		Certificate by SANAS accredited BBBEE verification agency	
6.	Proof of CSD registration	Non-compliant (No certificate / In process of certification / Level 9 certificate) Confirmation that supplier is not BBBEE compliant. An email is sufficient.	
		MAAA number	

--	--	--	--

ANNEXURE A: SUPPLIER DECLARATION FORM

Important Notice: 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 xxxxxxx):

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	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?
(If **YES** state the previous details below)

Yes

No

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 (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status
(please attach relevant supporting document for VAT)

VAT Registered

Not VAT Registered

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually.

Company Banking Details

Account Holder Name			
Bank Account Number		Universal Branch Code	
Company Physical Address			
		Code	
Company Postal Address			
		Code	
Telephone Number		FAX Number	

Transnet Rail Infrastructure Manager

Tender Number: RFQ ERACMM-PRZ-51032

Description Of The Service: For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

E-Mail Address	
Company Website Address	

Company Contact Person																
Designation																
Telephone Number																
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.																
Is your company a Labour Broker?		YES						NO								
How many personnel does the business employ? (please state number)		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		<R10 Million EME						>R10 Million <R50 Million QSE						>R50 Million Large Enterprise		
Does your company have a valid Proof of B-BBEE Status?							YES						NO			
Please indicate your Broad Based BEE status (Level 1 to 9)							1	2	3	4	5	6	7	8	9	
Majority Race of Ownership (please selected correct Majority Ownership for your company)							Black						White			
BBBEE Score		% Black Ownership				% Black Women Ownership				% Black Disabled person(s) Ownership						
% Black Youth Ownership		% Black Unemployed				% Black People Living in Rural Areas				% Black Military Veterans						
Please Note: Please provide proof of B-BBEE status as per Appendix III and IV: - Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; - EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively; - Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; - A certified South African identification document will be required for all Black Youth Ownership.																
Supplier Development Information Required																
EMPOWERING SUPPLIER							YES		☐		NO		☐			
FIRST TIME SUPPLIER							YES		☐		NO		☐			
SUPPLIER DEVELOPMENT PLAN							YES		☐		NO		☐			
DEVELOPMENT PLAN DOCUMENT							If Yes - Attach supporting documents									
ENTERPRISE DEVELOPMENT BENEFICIARY							YES		☐		NO		☐			
SUPPLIER DEVELOPMENT BENEFICIARY							YES		☐		NO		☐			
GRADUATION FROM ED TO SD BENEFICIARY							YES		☐		NO		☐			
ENTERPRISE DEVELOPMENT RECIPIENT							YES		☐		NO		☐			
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 and Surname										Designation						
Signature										Date						

Affidavit or Solemn Declaration as to VAT Registration Status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that;
_____ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period **has not exceeded or is not expected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

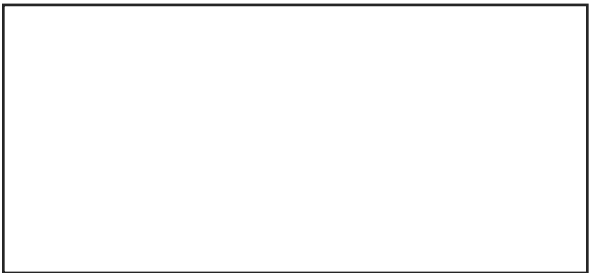
Date: _____

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 (Signature & Stamp)



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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that; _____

employs **Three or more full time employees**, which employees are engaged in the business of rendering the services of the organisation and are not connected persons as defined in the IncomeTax Act.

Signature: _____

Designation: _____

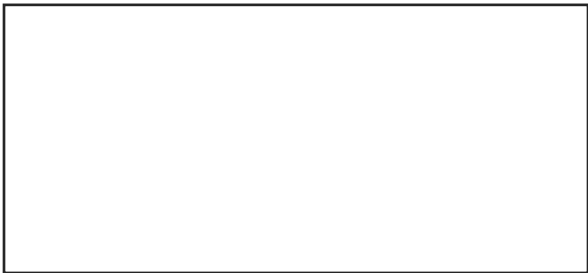
Date: _____

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 (Signature & Stamp)



SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
- 3.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –) Who are citizens of the Republic of South Africa by birth or descent; or) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

4. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is _____% **Black youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

Appendix III

- **The enterprise is _____% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is _____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is _____% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the _____ financial year, **the income did not exceed R10, 000,000.00 (ten million rand).**

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

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

.....
Name & Surname

Signature & Stamp

SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –) Who are citizens of the Republic of South Africa by birth or descent; or) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is _____% **Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- **The enterprise is _____% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is _____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is _____% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),**

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

4. 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.
5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

..... **Name and Surname**



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:

For the supply and installation of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(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		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name & signature of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X18: Limitation of Liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Rail Infrastructure Manager Supply Chain Services- Pretoria Nzasm Building Corner Minaar and Paul Kruger Street Pretoria 0001
	Tel No.	012 315 2059 / 012 315 2125
10.1	The <i>Service Manager</i> is (name):	Londi Kubheka



Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the Supply and Installation of Fibre Reinforced Plastic (FRP) Handrails under the control of the Engineering Depot of Koedoespoort

	Address	Transnet Rail Infrastructure Manager Infrastructure Maintenance – Koedoespoort 08 Trans Road Silverton Pretoria 0184
	Tel	012 842 5000
	e-mail	Londi.Kubheka@transnet.net
11.2(2)	The Affected Property is	Pyramid south concrete bridges: Line 20, km 17/18 and km 16/17 and Marikana concrete bridges: Line 25, km 81/18 and 91/1
11.2(13)	The <i>service</i> is	Supply and installation of fibre reinforced plastic handrails on concrete bridges.
11.2(14)	The following matters will be included in the Risk Register	1 Damage to material 2 Dust generation when cutting FRPs and chemical hazards 3 Electrical hazards from OHTE 4 Falls from heights 5 Injury on duty 6 Failure to comply with safety regulations 7 Improper use of tools 8 Improper use of PPE 9 Lack of training
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	After issuing official order
30.1	The <i>service period</i> is	3 (Three) months
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.



Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the Supply and Installation of Fibre Reinforced Plastic (FRP) Handrails under the control of the Engineering Depot of Koedoespoort

51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	None
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:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
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:	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.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
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:	The Total of the Prices.
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:	The Total of the Prices.



Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the Supply and Installation of Fibre Reinforced Plastic (FRP) Handrails under the control of the Engineering Depot of Koedoespoort

9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
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	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	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>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Pretoria, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
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	Nil.
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	The deductible of the relevant insurance policy



Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the Supply and Installation of Fibre Reinforced Plastic (FRP) Handrails under the control of the Engineering Depot of Koedoespoort

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
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	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 year after the end of the <i>service period</i>.
Z	<i>Additional conditions of contract</i>	
Z1	Obligations in respect of Termination	
Z1.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including an constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceeding (R22) • repudiated this Contract (R23)	
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z2	Right Reserved by Transnet to Conduct Vetting through SSA	



Z2.1	Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	Additional clause relating to Collusion in the Construction Industry
Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	Protection of Personal Information Act
Z4.1	The <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



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. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	%%
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		



Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the Supply and Installation of Fibre Reinforced Plastic (FRP) Handrails under the control of the Engineering Depot of Koedoespoort

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

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

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	1

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assess it for progress payments

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

Identified 11
and defined
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

1.3 Measurement and Payment

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

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

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

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

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

C2.2 Price List

Item	Description	Unit	Qty	Unit Price	Total Price
	Preliminary And General				
	Fixed charged items				
1.	Site establishment	sum	1		
2.	Site de-establishment	sum	1		
	Time related items				
3	Supervision and other time related items (Specify items in detail)	weeks	2		
	Construction				
4	Preparation prior to construction of handrail system	days	2		
5	Installation of handrails Pyramid South Concrete Bridge FRP Handrail Km 16/17 75m long. Include applying epoxy grout between handrail posts with applicable product as per specifications.	m	75		
6	Installation of handrails Pyramid South Concrete Bridge FRP Handrail Km 17/18 84m long. Include applying epoxy grout between handrail posts with applicable product as per specifications.	m	84		
7	Installation of handrails Marikana Concrete Bridge FRP Handrail Km 81/18 50m long. Include applying epoxy grout between handrail posts with applicable product as per specifications.	m	50		
8	Installation Of Handrails Marikana Concrete Bridge FRP Handrail Km 91/6 7.5m long. Include applying epoxy grout between handrail posts with applicable product as per specifications.	m	7,5		
Sub-Total excl VAT					
VAT @ 15%					
Grand Total (Incl. VAT)					

Delivery Time Commitment Clause:

Expected delivery Period (Specified by TRIM): Three months

Expected delivery time _____

Accepted (by *Contractor*) _____

Sign:

Date:

If expected delivery time is not accepted, complete and sign the clause below:

I _____, _____, Representative of _____ confirm
that _____ cannot be able to deliver these services within the expected delivery
time, hence Transnet is at liberty to source services elsewhere.

Sign:

Date:

C3: Service Information

1. Description of the service

1.1 Nature Of service

- 1.1.1 The nature of service to be done is to construct and install a fibre reinforced plastic (FRP) handrail system on specified bridges under the Koedoespoort Depot.

1.2 Location Of Site And Access

The bridges which require handrails are in several locations along the Koedoespoort Depot section. For specific locations, refer to Annexure 1 as attached.

1.3. Duration Of Contract

- 1.3.1 The duration of the contract will be for period of three (3) months.
- 1.3.2 Transnet Rail Infrastructure Manager reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document is not achieved.
- 1.3.3 Such termination can be done at the sole discretion of the *Project Manager* in communication with the Depot Engineer and will be done in writing.

2. Drawings

Drawing number	Revision	Title
N/A		

3. Specifications

Specifications	Revision	Title
BBH6751 Specification for handrails		
E7/2 Specifications for service on, over and adjacent to Railway lines and near High Voltage Equipment.		
S406 Specification for the supply of stone (1998)		
S420 Specification for Concrete Work (1999)		
SATS Bridge Code (1993)		

Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

SANS 1200A Standardized specification for civil engineering construction Section A: General		
SANS 1200C Standardized specification for civil engineering construction Section C: site clearance		
SANS 1200GA Standardized specification for civil engineering construction: Concrete (Small service)		
SANS 282:2011 Bending dimensions and scheduling of steel reinforcement for concrete		
SANS 920:2011 Steel bars for concrete reinforcement		

4. Constraints on how the *Contractor* Provides the service

4.1. The *Contractor* shall not make use of any *Sub-Contractor* to perform the service or parts thereof without prior permission from the *Project Manager*.

4.2. The *Contractor* shall ensure that a safety representative is at site at all times.

4.3. Adopted from time to time and instructed by the *Project Manager*. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

4.3 The *Contractor* shall, in particular, comply with the following Acts and Transnet Specifications:-

4.3.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

4.3.2 The Occupational Health and Safety Act (Act 85 of 1993).

4.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the *Project Manager* with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

4.3.4 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the *Project Manager*.

4.3.5 The *Contractor* shall comply with the current Specification for service On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

- 4.4 The *Contractor's* Health and Safety Programme shall be subject to agreement by the *Project Manager*, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- 4.5 In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the *Project Manager*. Any incident resulting in the death of or injury to any person on the service shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 4.6 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.
- 4.7 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager* must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the *Project Manager* in writing.
- 4.8 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Project Manager* and must be countersigned by the *Contractor*.
- 4.9 Both books mentioned above shall be the property of Transnet Rail Infrastructure Manager and shall be handed over to the *Project Manager* on the day of energising or handing over.
- 4.10 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 4.11 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Rail Infrastructure Manager for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
- 4.12 The *Contractor* shall prove to Transnet Rail Infrastructure Manager that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet specifications.
- 4.13 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during service inspections.
- 4.14 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.
- 4.15 Transnet Rail Infrastructure Manager reserves the right to award the contract based on delivery period due to the urgency of this substation.
- 4.16 Transnet Rail Infrastructure Manager reserves the right to award the contract in portions pertaining different work execution specialisation.

5. Requirements for the programme

- 5.1 Programme of work : To be submitted by successful *Contractor*
- 5.2 Format : Bar chart
- 5.3 Information : How work is going to be executed and commissioned
- 5.4 Site diary : Successful Contractor to supply in triplicates carbon copies
- 5.5. Personnel Qualification : Minimum: Grade 10/Trade Test for Welding or Equivalent

6. Services and other things provided by the *Employer*

- 6.1 Transnet Rail Infrastructure Manager shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.2 Upon successful completion of the service to the satisfaction of Transnet Rail Infrastructure Manager shall perform necessary protection tests and commission the equipment.

7 The *Contractor's* Invoices

- 7.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.3 The invoice states the following:
 - Invoice addressed to Transnet Limited;
 - Transnet Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number
- 7.4 The invoice contains the supporting detail
- 7.5 The invoice is presented either by post or by hand delivery.
- 7.6 Invoices submitted by post are addressed to:

For the attention of:

Project Manager: Londi Kubheka

Technical Support Department
 8 Trans Road
 Koedoespoort
 Pretoria 0001

Transnet Rail Infrastructure Manager

Contract Number: ERACMM-PRZ-51032

Description of the Service: For the supply and install of fibre reinforced plastic handrails under the control Engineering Depot of Koedoespoort

7.7 Invoices submitted by hand are presented to:

Transnet Rail Infrastructure Manager
8 Trans Road
Koedoespoort Depot

7.8 The invoice is presented as an original.

C4: Affected Property

Core clause 11.2(2) states

“Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- 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 the Affected Property.

Pyramid south concrete bridges, Line 20, km 17/18 and km 16/17

Marikana concrete bridges, Line 25, km 81/18 and 91/1

1. Description of the Affected Property and its surroundings

1.1. General description

The nature of work to be done is to construct and install a fibre reinforced plastic (FRP) handrail system on specified bridges under the Koedoespoort Depot jurisdiction.

1.2. Existing buildings, structures, and plant & machinery on the Affected Property

Structures on the affected property are four concrete bridges. No buildings, plants and machinery on the Affected Property.

1.3. Subsoil information

Not applicable

1.4 Hidden services

Not applicable

1.5 Other reports and publicly available information

Not applicable

TRANSNET LIMITED (REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET RAIL INFRASTRUCTURE MANAGER

TENDER: ERACMM-PRZ-51032

**KOEDOESPOORT DEPOT FIBRE REINFORCED PLASTIC HANDRAILS
PROJECT**

PROJECT SPECIFICATION

KOEDOESPOORT FRP HANDRAILS

CONTENTS

PART A : GENERAL

PART B : PROJECT SPECIFICATIONS

CONTENTS

CONTENTS	1
PART A: GENERAL SPECIFICATIONS.....	3
A1. SCOPE OF WORK.....	3
A1.1 NATURE OF WORK.....	3
A1.2 LOCATION OF SITE AND ACCESS	3
A.1.3. DURATION OF CONTRACT	3
A2. DEFINITIONS.....	3
A3. CONSTRUCTION PROGRAM.....	4
A4. ITEMS TO BE PROVIDED BY TRANSNET RAIL INFRASTRUCTURE MANAGER	4
A5. ITEMS TO BE PROVIDED BY THE CONTRACTOR.....	4
A6. SITE OFFICE AND SITE BOOKS	5
A7. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES	5
A9. SITE FACILITIES.....	5
A9.1 CONTRACTOR'S CAMP.....	5
A9.2 SUPPLY OF ELECTRICITY	6
A10. MEASUREMENT AND PAYMENT CERTIFICATE	6
A.11 PAYMENT OF ITEMS UNDER GENERAL	7
A.11.1 SITE DE-ESTABLISHMENT.....	7
A.11.2 ESCALATIONS.....	7
A.12 DEFECTS LIABILITY PERIOD.....	7
A.13 RETENTION MONEY.....	7
A.14 PENALTIES	8
A.15 COMPLIANCE WITH STATUTORY AND SAFETY RULES.....	8
A.16 INDEMNITIES AND INSURANCE	8

A.17	APPLICABLE SPECIFICATIONS	9
B.1	GENERAL.....	11
B.1.1	STATUTORY AND HEALTH REQUIREMENTS	11
B.1.2	SPECIFICATIONS.....	11
B.2	SCOPE OF WORK.....	12
B.2.1	WORK PRIOR TO CONSTRUCTION	12
B.2.1.1	SERVICE ROADS AND STORAGE.....	12
B.2.2	RELOCATION OF EXISTING SERVICES.....	12
B.2.3	CONSTRUCTION OF HANDRAIL SYSTEM.....	12
B.2.3.1	GENERAL	12
B.2.3.2	DETAILS OF BRIDGES THAT NEED HANDRAILS.....	12
B.2.3.3	SPECIFICATION OF FRP HANDRAIL	13
B.2.4	WORK TO BE DONE AFTER CONSTRUCTION OF HANDRAIL	13
	SYSTEM.....	13
B.3	SAFETY.....	14
B.4	MATERIALS.....	15
B.4.1	SUPPLY AND SAFEKEEPING	15
B.4.2	TRANSNET RAIL INFRASTRUCTURE MANAGER SHALL SUPPLY THE FOLLOWING MATERIALS FOR THIS PROJECT.....	15
B.4.3	THE CONTRACTOR SHALL SUPPLY THE FOLLOWING MATERIALS	16
B.5	OVERHAUL AND RELEASED MATERIAL	16
B.6	PLANT AND EQUIPMENT	16
B.7	QUALITY CONTROL.....	16
B.8	HANDING OVER OF WORK SITE.....	17
B.9	FINISHING OFF AND CLEARING OF SITE	17
B.10	ADVERSE WEATHER CONDITIONS.....	17
B.11	SCHEDULE OF QUANTITIES	18
	Annexure 1.....	20

PART A: GENERAL SPECIFICATIONS

A1. SCOPE OF WORK

A1.1 NATURE OF WORK

The nature of work to be done is to construct and install a fibre reinforced plastic (FRP) handrail system on specified bridges under the Koedoespoort Depot jurisdiction.

A1.2 LOCATION OF SITE AND ACCESS

The bridges which require handrails are in several locations along the Koedoespoort Depot section. Their specific locations are in Annexure 1 attached.

A.1.3. DURATION OF CONTRACT

The duration of the contract will be that as tendered. Preparation for the work to be done will take place prior to the working period.

Transnet Rail Infrastructure Manager reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document is not achieved. Such termination can be done at the sole discretion of the Project Manager in communication with the Depot Engineer and will be done in writing.

A2. DEFINITIONS

For the purpose of this contract:

Project Manager: Means the Technical Support Manager, for the duration of this project, to supervise and take charge of all contractual matters relating to this project.

Technical Officer: Refers to any person appointed by the Project Manager who shall be on site from time to time so as ensure a smooth running of the project.

A3. CONSTRUCTION PROGRAM

The Contractor shall include, with his tender, a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

A4. ITEMS TO BE PROVIDED BY TRANSNET RAIL INFRASTRUCTURE MANAGER

- Arrangements with landowners and statutory authorities regarding access and statutory requirements.
- Additional protection of the work sites and personnel, as deemed necessary by the Technical Officer.
- Approved occupation notices to be arranged by the Technical Officer.

A5. ITEMS TO BE PROVIDED BY THE CONTRACTOR

- The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the drawings, specifications and all contract requirements.

- All arrangements regarding water and sanitation requirements for the duration of the contract.
- The Contractor must make his own arrangement for accommodation of his staff.

A6. SITE OFFICE AND SITE BOOKS

The supply of a site office is not required, but the Contractor shall provide a triplicate site instruction book and a site diary, which must be available for the duration of the project. The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis.

A7. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES

The Technical Officer shall be responsible for locating and pointing out existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager shall be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair shall be done at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A9. SITE FACILITIES

A9.1 CONTRACTOR'S CAMP

The Contractor shall make his own arrangements for suitable accommodation of his employees. Fouling of the area inside or outside of Transnet Rail Infrastructure Manager boundaries must be prevented. The Contractor may be called upon by

the Project Manager to dispose any foul or waste matter generated by the contractor.

The accommodation of the supervisory and labour employees shall be in accordance with the regulatory and statutory requirements of the Local Authorities.

All buildings used by the Contractor as offices, storage facilities; workshops, sheds and sanitary facilities must be of a temporary nature. The Contractor will be required to demolish, and clear up site at completion of contract. Sufficient facilities only for the purposes of this contract must be supplied.

A9.2 SUPPLY OF ELECTRICITY

The Contractor shall make his own arrangements for the supply of electricity to the site. Where available the Contractor may apply to the Project Manager for permission to use Transnet Rail Infrastructure Manager electricity supply. All costs for making it available as well as usage will be to the Contractor's account.

A10. MEASUREMENT AND PAYMENT CERTIFICATE

The units of measurement will be as indicated in the schedule of quantities against each activity. Payment will be calculated according to the actual items completed as per items in the schedule of quantities. The claim for payment to the Contractor will be set out on a typed form similar to the Schedule of Quantities. Payment to the Contractor shall be a once-off payment upon completion of all works. The Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made, and payment carried out.

A.11 PAYMENT OF ITEMS UNDER GENERAL

A.11.1 SITE DE-ESTABLISHMENT

Payment for this item will be made when site de-establishment has been completed and the whole site left in a neat and tidy manner.

A.11.2 ESCALATIONS

Time related obligations and general items will not be subjected to escalation and payment will be made on a monthly basis and in full after the maintenance period.

A.12 DEFECTS LIABILITY PERIOD

The defects liability period shall be three months after the practical completion certificate has been issued.

The completion certificate will be issued once all clearing and finishing off on site has been completed and after the defects liability period has lapsed.

A.13 RETENTION MONEY

No retention money for this project will be applicable. The Contractor may however be called upon to rectify any defect or sub-standard performance product before the lapse of the defects liability period.

A.14 PENALTIES

Should the Contractor fail to complete the works as scheduled, penalties to the value of R 1 000.00 per calendar day shall apply in terms of the conventional Penalties Act 15 of 1962 (as amended).

A.15 COMPLIANCE WITH STATUTORY AND SAFETY RULES

The Contractor shall comply with all applicable legislation and the Transnet safety rules, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the tender.

The Contractor shall in particular, comply with the following Acts:

- i) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.
- ii) The Occupational Health and safety Act, 1993 (Act 85 of 1993).

A.16 INDEMNITIES AND INSURANCE

The Contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.

The Contractor will arrange for **P**rincipal **C**ontrolled **I**nsurance against all legal liabilities which may arise from the accidental death of or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the Work.

The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the Tender.

The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the Tender. The Contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

A.17 APPLICABLE SPECIFICATIONS

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

- A.17.1 E4B Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.
- A.17.2 E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
- A.17.3 E7/2 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.
- TFR-Manual for Track Maintenance.
- Contractor Covid-19 Health and Safety SOP

TRANSNET LIMITED (REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET RAIL INFRASTRUCTURE MANAGER

TENDER: ERACMM-PRZ-51032

KOEDOESPOORT FIBRE REINFORCED PLASTIC HANDRAILS PROJECT

PART B: TECHNICAL SPECIFICATIONS

B.1 GENERAL

B.1.1 STATUTORY AND HEALTH REQUIREMENTS

All facilities are to meet Statutory and Transnet health requirements.

B.1.2 SPECIFICATIONS

Works to meet all Transnet Specifications including but not limited to:

- E7/2: Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.
- S406: Specification for the supply of stone (1998)
- S420: Specification for Concrete Work (1999).
- SATS Bridge Code (1983)

The following South African National Standards Specifications are applicable to this contract:

- SANS 1200A Standardized specification for civil engineering construction
Section A: General
- SANS 1200C Standardized specification for civil engineering construction
Section C: Site clearance
- SANS 1200GA Standardized specification for civil engineering construction:
Concrete (Small Works)
- SANS 282:2011 Bending dimensions and scheduling of steel
reinforcement for concrete
- SANS 920:2011 Steel bars for concrete reinforcement

B.2 SCOPE OF WORK

B.2.1 WORK PRIOR TO CONSTRUCTION

B.2.1.1 SERVICE ROADS AND STORAGE

- a) Stockpile and spoil areas must be identified and cleared of all topsoil and vegetation. The topsoil has to be stockpiled for use during the rehabilitation of the site where necessary.
- b) All procurement must be done prior to the construction of the handrail system.

B.2.2 RELOCATION OF EXISTING SERVICES

All existing services affected by the construction to be identified by depot personnel and relocated before construction commences. The contractor must make provision in his rates for the opening of cable trenches for depot personnel.

B.2.3 CONSTRUCTION OF HANDRAIL SYSTEM

B.2.3.1 GENERAL

- a. The handrail system to be installed on the specified bridges on Annexure 1

B.2.3.2 DETAILS OF BRIDGES THAT NEED HANDRAILS

Refer to drawing attached.

- a. The holes for the handrail posts to be installed to be marked off first, refer to drawing attached
- b. All exposed edges must have 40mm chamfers.
- c. Concrete cube strength at 28 days must be 30MPa (19mm stone).
- d. Concrete cover must be 50mm.
- e. 90 x 90 hole for posts in concrete wall to be marked off first.
- f. Holes for posts to be cleaned of dust using a compressor.
- g. Epoxy grout for installation of posts into hole must have a minimum compressive strength at 7 days of 11MPa.
- h. Cementitious grout for dowels must have a minimum tensile strength at 28 days of 5.4MPa.

B.2.3.3 SPECIFICATION OF FRP HANDRAIL

Refer to drawing attached Detail 1: FRP Hand railing specifications. All design specifications must be adhered to.

- a. Possible supplier of the FRP handrail is StonCor Africa. All design and specifications were done in accordance with this product as it was the sole provider at the time of the incident. If the FRP hand railing will be supplied by another supplier, their product needs to be approved by the Bridge Office before award of business.
- b. FRP handrail to be installed according to supplier specifications.
Training/instruction on the installation of the handrail to be provided by the supplier.
- c. Handrail to be manufactured by supplier in standard lengths and spliced on site.
- d. Handrail to be spliced using rail splice kit as specified by the supplier.

B.2.4 WORK TO BE DONE AFTER CONSTRUCTION OF HANDRAIL SYSTEM

Work that may be scheduled to be completed after the construction of the handrail includes the following:

- Site De-establishment.

B.3 SAFETY

The Contractor is responsible for familiarizing himself and his employees of the content of Act 85 of 1993, Transnet Rail Infrastructure Manager Safety Guidelines (BBC0338, with special reference to pages 145-146, 302), General Appendix 6 part 1 section 11 (BBB9059 with special reference to clauses 11003 and 11004) and General Appendix 6 part 1 section 2 (BBB9050 clause 2041) as applicable on the type of the work being performed.

The Contractor shall conduct a daily safety talk with his personnel and all other people present on site. An attendance registers and minutes of the meeting shall be recorded and kept on the safety talk file or on the site diary daily.

The Contractor must supply all workers employed during this project with necessary Personal Protective Equipment applicable to the type of work being performed. No person either from Contractor, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipment. The Project Manager or Technical Officer shall remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Contractor will be responsible for any damage to Transnet Rail Infrastructure Manager or adjacent

private properties caused by fire emanating from his personnel making fire on the work site.

It must be noted that train operations will still continue at certain phases of the project and the necessary safety measures must be taken as deemed fit by the Technical Officer.

The work on top of the bridge will have to be executed during full occupation or occupations between trains on the line closest to the hand railing.

B.4 MATERIALS

B.4.1 SUPPLY AND SAFEKEEPING

All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of the Contractor and are deemed to be included in the rates tendered. The Contractor will be liable for all material as soon as it has been delivered to him on site. It is therefore the Contractor's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Contractor shall dispose all surplus and unsuitable material in spoil areas indicated by the Project Manager or Technical Officer. He shall be responsible for all arrangements necessary to get access to such spoil sites.

B.4.2 TRANSNET RAIL INFRASTRUCTURE MANAGER SHALL SUPPLY THE FOLLOWING MATERIALS FOR THIS PROJECT

Contractor to supply all materials.

B.4.3 THE CONTRACTOR SHALL SUPPLY THE FOLLOWING MATERIALS

The Contractor shall supply all other material for the completion of the contract according to the specification.

B.5 OVERHAUL AND RELEASED MATERIAL

No payment will be made for overhaul on this contract. All released material shall remain the property of Transnet Rail Infrastructure Manager.

B.6 PLANT AND EQUIPMENT

The Contractor must provide his own plant, and all other equipment or instruments needed for the execution of this project. The Contractor is responsible for the storage and safekeeping of their equipment. Transnet Rail Infrastructure Manager will accept no responsibility of any damage due to theft, fire or anything.

B.7 QUALITY CONTROL

The Project Manager or Technical Officer is responsible for the quality control and measurement of completed works. Contractor shall be responsible for marking off working areas and present them to Project Manager or Supervisor to ensure that they are adhered to. Any work that does not conform to the relevant specifications will be rejected and recorded in the site instruction book.

The Contractor will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The work rejected due to non-conformity does not warrant an extension of time.

The Contractor will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site.

B.8 HANDING OVER OF WORK SITE

Transnet Rail Infrastructure Manager shall issue a site access certificate to the Contractor before the start of the contract period.

B.9 FINISHING OFF AND CLEARING OF SITE

After completion of the works the Contractor is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of construction activities like building equipment, excess material, rubbish and temporary works to the satisfaction of the Project Manager or Technical Officer.

B.10 ADVERSE WEATHER CONDITIONS

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program. The program may be revised to recover the lost days.



A division of Transnet SOC Limited

RAIL NETWORK – TECHNICAL

SPECIFICATION FOR HANDRAILS

REPORT NO.: BBH6751

Author:	Mlungisi Phewa Chief Engineering Technician Rail Network – Technical	
	Shomang Rabotapi Engineer-in-Training Rail Network Technical	
Approved:	Mohamed Jogiat Pr. Eng. Senior Engineer Rail Network - Technical	
Authorised:	Nkululeko Mbedle Pr. Eng Principal Engineer Rail Network - Technical	
Date		September 2023

Circulation Restricted To:

Transnet Freight Rail
Approved third parties

© This document as a whole is protected by copyright. The information herein is the sole property of Transnet Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors.

Contents

List of Tables	2
List of Figures	2
1.0 INTRODUCTION	3
2.0 REFERENCED DOCUMENTS	3
3.0 TERMS AND DEFINITIONS	3
4.0 TECHNICAL REQUIREMENTS	3
4.1 Material Requirements.....	3
4.2 Design Requirements	4
4.3 Dimensions and Tolerance Requirements.....	5
4.4 Performance Requirements.....	5
5 COMPLIANCE REQUIREMENTS	5
5.1 User Requirements.....	5
5.2 General Requirements.....	6

List of Tables

Table 1: Dimensions and Tolerances Handrails (mm)	5
--	----------

List of Figures

No table of figures entries found.

1.0 INTRODUCTION

- 1.1. Handrails provides support to pedestrians and individuals on bridges and culverts due to the height above ground level.
- 1.2. This specification entails the technical requirements for handrails manufactured by non-traditional materials (Composite Handrails) for both bridges and culverts.
- 1.3. The specification shall only be used for the procurement of composite handrails that will be installed on Bridges and culverts.

2.0 REFERENCED DOCUMENTS

- 2.1 BBB 0481 (Latest Version), Transnet Freight Rail Manual for Track Maintenance.
- 2.2 BBD 6241 Bridge Code.
- 2.3 BE 9080 Bridge Handbook

3.0 TERMS AND DEFINITIONS

For this specification the following definitions shall apply:

3.1 Supplier

An entity that wishes to be eligible to supply the composite handrails to TFR.

Manufacturer

An entity that produces the desired goods and may or may not be the supplier.

Handrail

A rail fixed to posts or a wall for people to hold on to for support.

Composite Handrail

A handrail manufactured from multiple non-traditional constituents.

Third party

An entity, person or group besides the two primarily involved in entities which are TFR and the manufacturer/supplier.

4.0 TECHNICAL REQUIREMENTS

4.1 Material Requirements

- 4.1.1 Composite Handrails consists of multiple constituents. These constituents could include any recycled plastics, rubber, bitumen with glass reinforced fibres and if steel material used should not exceed 15% of total material.

-
- 4.1.2 Reinforced fibres and other modifiers may be added to increase the mechanical properties of the handrail. The direction of the reinforced fibres shall be transverse and longitudinal of the Handrail to ensure mechanical strength.
- 4.1.3 The constituents of the handrail shall be at the manufacturer's discretion to enable the handrail to conform with the requirements of TFR. The constituents used within the handrail may not pose environmental concern and the supplier must specify the constituents source, testing, availability and quality.
- 4.1.4 The handrail should be able to withstand temperature change for all South African four seasons (temperature -15 to 70 °C), must not be affected by moisture, must be UV resistant, fire resistant, abrasion resistant, resist decaying and able to withstand chemical spills like fuel, oil etc.

4.2 Design Requirements

4.2.1 The manufacturer shall comply with the following minimum design criteria for Handrails for bridge and culverts:

- Accommodate all types of bridges and culverts (Concrete, steel and composite)
- The connections must be able to accommodate concrete and steel bridge/culverts
- Demonstrate a cost effective life cycle when compared to traditional handrails
- Handrail must not warp/ bend due to in service operation and must be able to withstand ultra-violet (UV). Surface deprivation due to the UV light may not result in the handrail being unusable.
- The lower 200mm section of the handrail must allow for kicker plate to prevent slipping underneath.
- Must be designed for the loads specified for Class II balustrades in TMH7, see Appendix for drawings:
- The distributed force q_p shall be 1.5kN per linear metre acting transversely, together with simultaneous vertical force of 1.5 kN/m acting vertically on each longitudinal member.
- A transverse force of 1.5 L kN, where L is the post spacing in metres at the centre of the upper rail, shall act each post independently of the longitudinal member forces specified.
- The handrail may not have any visible surface defects in general and internal voids/ porosity will not be permissible (max: Ø 12.5 mm).
- Linear expansion coefficient should be less than $5 \cdot 10^{-5}/^{\circ}\text{C}$.
- Fire resistant to mitigate the risk of handrail replacement due to welding, grinding, bush fires, train breaks etc.
- Must be able to perform the intended duties of the conventional handrails to support pedestrians crossing or working on a bridge or culvert.

-
- Where possible the handrails must be marked/ indented with the follow markings:
 - Supplier name
 - Transnet Logo (Transnet shall provide the description of the logo)
 - Manufacturing date and batch number

4.3 Dimensions and Tolerance Requirements

- 4.3.1 Dimensions and tolerances for Handrails are indicated in Table 1. The supplier must submit drawings of the handrails for approval by the Principal Engineer and it remains the responsibility of the supplier to ensure that the correct dimensions and tolerances is adhere to.

Table 1: Dimensions and Tolerances Handrails (mm)

	Handrails		
	Dimensions	Tolerances	
Length	Varies per bridge length	+5	-5
Height	1100	+5	-5
Vertical spacing of Horizontal Beams	Max 350	+5	+5
Horizontal spacing of vertical beams	Max 2500	+5	+5

Rails or steps which may reduce the effective height of 1100mm are not permitted

4.4 Performance Requirements

- 4.4.1 The handrail must be able to resist:
- Maximum nominal load of 1.5 kN/m, acting on the top beam,
- 4.4.2 The handrails must be tested according to TFR requirements as per this specification and/or according to the relevant ISO and SANS standards or equivalent.
- 4.4.3 TFR reserves the right to perform quality tests on the handrails and the supplier must provide all the required samples.

5 COMPLIANCE REQUIREMENTS

5.1 User Requirements

- 5.1.1 The constituents of the handrails shall be disclosed to TFR.
- 5.1.2 The handrails shall be eco-friendly and shall possess suitable microbicidal additives to resist termite, rot and bacterial growth.

5.1.3 The supplier shall provide Material Safety Data Sheets (MSDS) of the product as well as declare all other safety and environmental related issues pertaining to the product.

5.2 General Requirements

5.2.1 The manufacturer's handrail factory/plant shall possess an ISO 9001 (latest) or equivalent quality management system.

5.2.2 The supplier/manufacturer shall have approved testing methods for the product and must have a product manual.

5.2.3 Extensive testing of the handrails shall be carried out for quality and consistency by the supplier prior to its implementation on the TFR railway lines.

5.2.4 The supplier/manufacturer must provide TFR with:

- The necessary maintenance procedure/ schedule or all relevant manuals,
- Warranty period,
- Drawings/ Dimensions,
- Technical properties,
- The expected life span of the handrails,
- Handling procedure,
- Installation methodology and manual
- Details of the constituents and all other relevant information as stipulated in this specification

5.2.5 All drawings shall be signed by the Principal Engineer once the products has been approved.

Annexure 1

Location Km point on track	Functional location	Nearest station	Section
Km 16/17	C01-L020	Pyramid South	Pyramid South - Pendoring
Km 17/18	C01-L020	Pyramid South	Pyramid South - Pendoring
Km 81/18	C01-L025	Marikana	Brits - Rustenburg
Km 91/1	C01-L025	Marikana	Brits - Rustenburg

Pyramid South Concrete Bridge FRP Handrail Km 16/17 75m



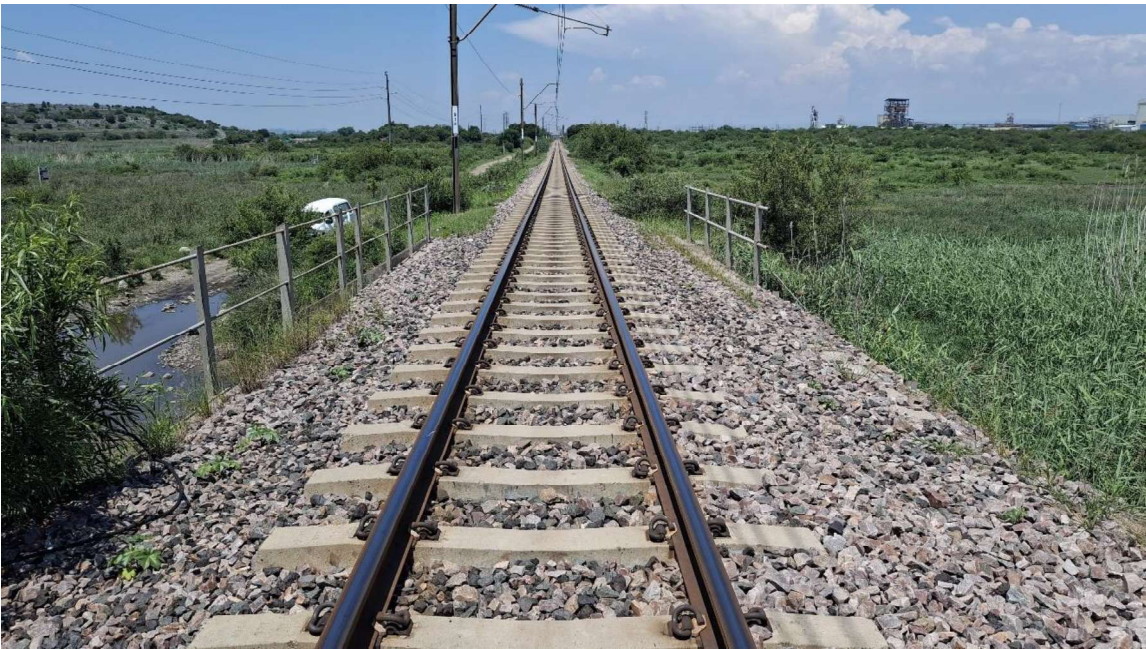
Pyramid South Concrete Bridge FRP Handrail Km 17/18 84m

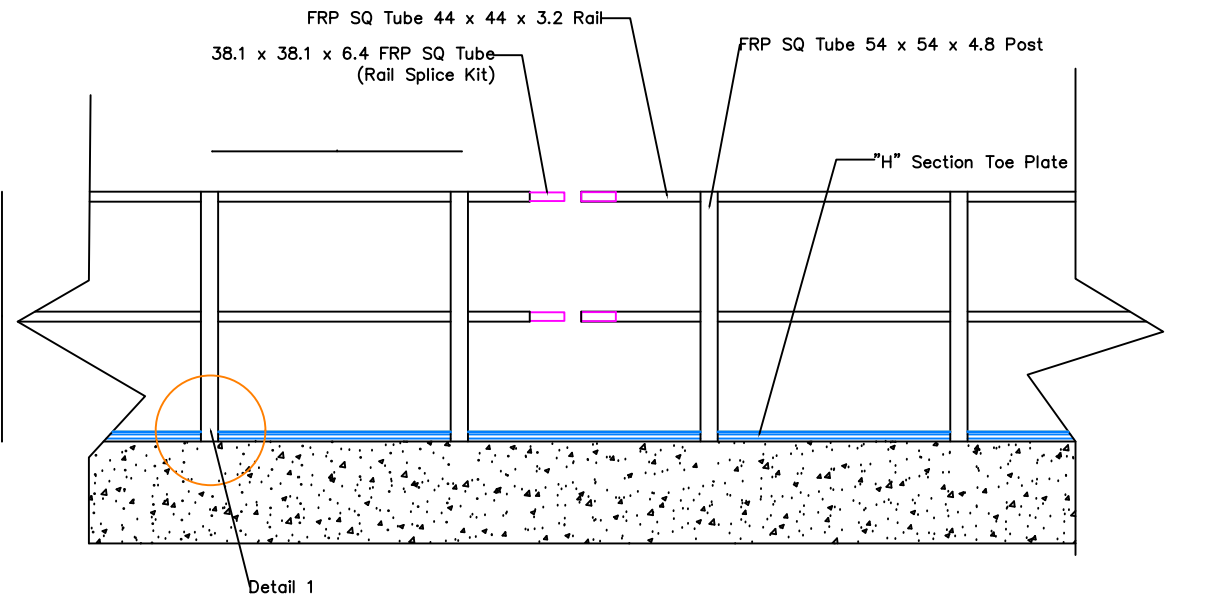


Marikana Concrete Bridge FRP Handrail Km 81/18 50m



Marikana Concrete Bridge FRP Handrail Km 91/6 7.5m

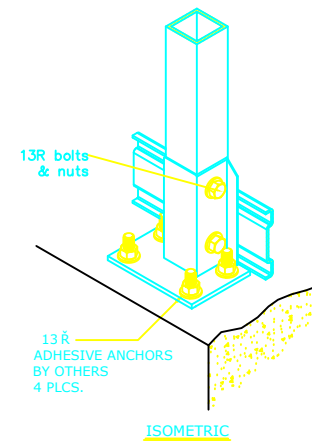
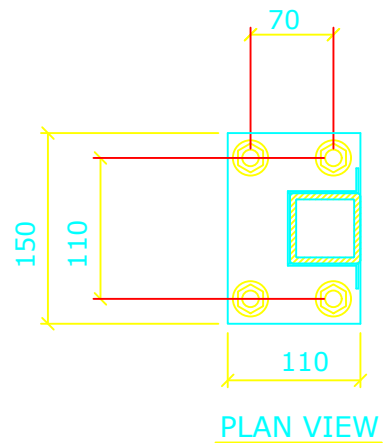
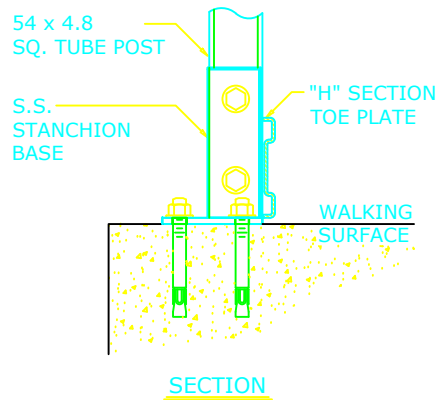




Notes:

1. FRP HANDRAIL TO BE INSTALLED ACCORDING TO SUPPLIER SPECIFICATIONS.
2. HOLES FOR CHEMICAL ANCHORS IN BRIDGE DECK TO BE MARKED OFF FIRST.
3. HOLES FOR CHEMICAL ANCHORS TO BE CLEANED ACCORDING TO SUPPLIER SPECIFICATION.
4. DESIGN LOADING: TMH II BALUSTRADE.
5. HANDRAIL TO BE MANUFACTURED BY SUPPLIER IN LENGTHS SPECIFIED AND SPLICED ON SITE.
6. FRP (FIBRE REINFORCED PLASTIC)
7. CHEMICAL EPOXY FOR ANCHOR STUDS TO HAVE A MINIMUM TENSILE RESISTANCE OF 54.3KN.
8. EMBEDDED LENGTH OF CHEMICAL STUDS TO BE 130MM
9. ALL UNITS ARE IN MM

Detail 1: Base Plate detail



Rail Network
Koedoespoort Depot
Technical Support

KOEDOESPOORT DEPOT
FRP HANDRAIL
PROJECT

Drawing No:

Drawn By: Khumo Sono

Date: 28.02.2025