

Transnet Engineering

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE REFURBISHING, INSTALLATION, TESTING AND COMMISSIONING OF A 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT TRANSNET ENGINEERING, SALDANHA, ON A ONCE OF PERIOD

RFQ NUMBER	: TE/2022/07/0035/7861/RFQ
ISSUE DATE	: 24 November 2022
COMPULSORY BRIEFING	: 05 December 2022
CLOSING DATE	: 19 January 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

**FOR THE REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF A
 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT TRANSNET
 ENGINEERING, SALDANHA, ON A ONCE OF PERIOD**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TE/2022/07/0035/7861/RFQ	ISSUE DATE:	24 Nov 2022	CLOSING DATE:	15 Dec 2022	CLOSING TIME:	12H00 PM
DESCRIPTION	FOR THE REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF A 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT TRANSNET ENGINEERING, SALDANHA, ON A ONCE OF PERIOD						

BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	BANELE MOSHABANE	CONTACT PERSON	BANELE MOSHABANE
TELEPHONE NUMBER	012 391 1519	TELEPHONE NUMBER	012 391 1519
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Banele.moshabane@transnet.net	E-MAIL ADDRESS	Banele.moshabane@transnet.net

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

SUPPLIER INFORMATION

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	

B-BBEE VERIFICATION CERTIFICATE	STATUS LEVEL	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE LEVEL AFFIDAVIT	STATUS SWORN	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		6 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B**TERMS AND CONDITIONS FOR BIDDING****1. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK BOX] ☐ Yes No	APPLICABLE ☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK BOX] ☐ Yes No ☐
<i>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</i>					
7 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes No [IF YES ENCLOSE PROOF]		8 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes [IF YES, ANSWER QUESTIONNAIRE BELOW]	☐ No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐

YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐

YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

2. TAX COMPLIANCE REQUIREMENTS

1.7 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.8 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

1.9 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.10 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.11 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

1.12 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

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 REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF A 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT TRANSNET ENGINEERING, SALDANHA, ON A ONCE OF PERIOD
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and Transnet e-tender portal FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Saldanha on the 05 December 2022, at 14:00am [2 O'clock] for a period of $\pm$ 2 (two) hours [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. To attend the compulsory tender clarification, 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 T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting.
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	Tenderers are required to bring this Returnable Schedule T2.2-01. to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00pm on (15 December 2022) Tenderers must ensure that tenders are uploaded timeously onto the Transnet e-tender 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://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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 RFX 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 RFX 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 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
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 Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
Part C3: Scope of work/Specification	C3.1 Works Information

C.1.4	The Employer's agent is:	Contract Manager
	Name:	Banele Moshabane
	Address:	Banele.Moshabane@transnet.net
	Tel No.	012 391 1537
	E – mail	Banele.Moshabane@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Step One - Eligibility with regards to attendance at the compulsory clarification meeting: a) 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 below.	
	2. Step Two - Eligibility in terms of the Construction Industry Development Board: 2ME or higher a) Only those tenderers who are registered with the CIDB or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to 2ME 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, 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 lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and - 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 2ME 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. - In the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.	
	3. Step Three Local Production and Content in terms of the Preferential Procurement Regulations, 2017: a) A minimum local content threshold of 90% for Electrical Cables, and 100% for Steel Components and Products	

Tenderers must properly complete, duly sign and submit returnable schedule

T2.2.2, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 named Annexures B, Annexure C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI): **90% for Electrical Cables, and 100% for Steel Components.**

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule **T2.2.03** (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The local content RFX Annexures, which must be completed by all Respondents in order to declare Local Content, must be fully completed and are as follows:

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

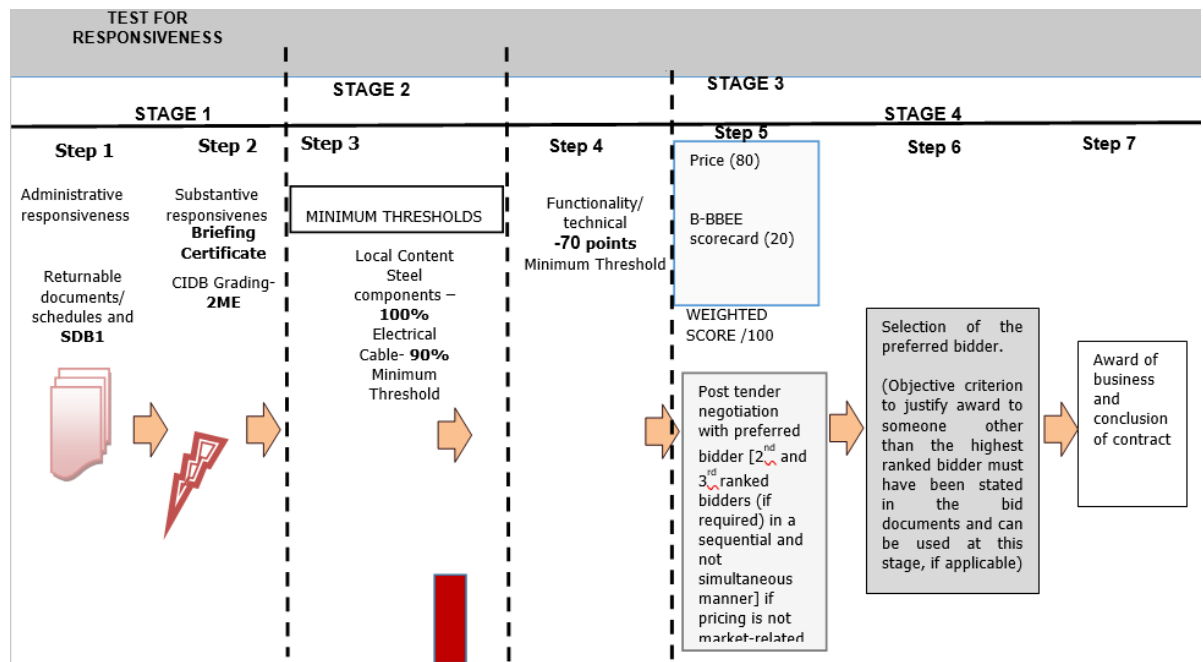
<http://www.the dti.gov.za/industrial development/ip.jsp>

After completing Declaration D, Suppliers should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential

Returnable Documents.

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

Evaluation Methodology



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

4. Step Four -Technical Evaluation:

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

Any tenderer that fails to meet the minimum stipulated technical evaluation criteria will be regarded as an unacceptable tender.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.**

Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer
C2.15.1 are as follows:

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

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

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

C.2.15 The closing time for submission of tender offers is:

Time: **12:00pm** on the 15th of **December 2022**

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading; 2ME or higher
4. Proof of registration on the Central Supplier Database, CSD Report to be provided;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

Functionality Criteria

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

Technical Evaluation Criteria	Weighting [Points]	Scoring Guide
1. Full compliance to specification (Kindly initial each page of the specification and sign where required) including Completing the Specification Compliance Matrix by selecting "Yes/No" Fully Compliant = 10 Not compliant = 0	10	Fully compliant = The Bidder should initial each page of the specification as an acceptance of the contents and selected "yes" to all questions on the compliance matrix = 10 points Not Compliant = The Bidder did not initial each page of the specification as an acceptance of the contents or selected "no" to any question on the compliance matrix = 0 points Please note: If the supplier indicates a "No" to any item listed in the specification compliance matrix they will score
2. Proposed delivery project plan that is clear with detailed breakdown of activities with		The Bidder should submit a delivery project plan in MS Project

completion time period of 6 months lead time or less Delivery project plan must consist of the following List of Key Activities: • Kick off meeting/Site Handover, • SHE File Submission and Approvals, • Project Execution Plan Workshop & Approval, • Risk Assessment Workshop, • Crane solution designs and Issue of Construction Drawings, • Site Establishment, • Upgrade of crane, • Commissioning and testing, • Completion and handover • Project Closeout	20	or Excel format 'failure of which will lead to a scoring of "0" • Proposed delivery project plan that is clear with detailed breakdown of activities with completion period of 6 months or less lead time = 20 • Proposed delivery project plan that is clear with detailed breakdown of activities with completion period of more than 6 to 7 months lead time = 10 • Proposed delivery project plan that is clear with detailed breakdown of activities with completion period of more than 7 months lead time = 0
3. The methodology, standards and working procedures that will be used in the execution of the project. The Supplier should explain their understanding of the objectives of the assignment and Transnet Engineering stated requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Supplier should also explain the methodologies which they proposes to adopt, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available information, carrying out investigations, analyses, and design solutions). The approach should also include a quality plan and assurance methods.	30	Submit the Technical approach paper. Technical Approach paper which responds to the proposed scope of work/project design and outlines proposed Methodology that will be used in the execution of the project. Fully Compliant= submission of Technical Approach paper which responds to the proposed scope of work/project design and outlines proposed methodology that will be used in the execution of the project. =30 Partial (does not address the proposed scope of work/project design and does not outline the proposed methodology that will be used in the execution of the project) or No Technical Approach paper submitted = 0

4. Previous experience on crane upgrade, installation and refurbishment (The projects listed/submitted must include the high-level scope of work i.e. crane installation, refurbishment, upgrade of various components etc). Signed Reference letters that contain clients letter head, with contact details.	30	Reference letters to be submitted to confirm the below experience: • Experience of similar projects covering crane installation and upgrade work (11 years or more experience) = 30 • Experience of similar projects covering crane installation and upgrade work (5 to 10 years experience) = 15 • Experience of similar projects covering crane installation and upgrade work (Less than 5 years) = 5 • No Experience of similar projects covering crane installation and upgrade work submitted = 0
5. Summary of the SHE Plan The tenderer must provide a detailed SHE Management Plan relating to the scope of work encompassing the following but not limited to:	10	The Bidder should submit the following documents: 5.1 SHE Management Plan, 5.2 Safety Health Environmental risks / aspects or challenges envisaged for the project and how they will be addressed and overcome (this should include Covid - 19 related risks and controls), 5.3 Safety, Health & Environmental Policy(s), 5.4 Valid Letter of Good Standing (COIDA) 5.5 Company's registration as LME with the Department of Labour. (Certificate with LME Number). 5.6 Certificate of the company's registered LMI. (Certificate from ECSA). 5.7 The company should possess the required engineering capacity (qualifications and Certification) to carry out this project including the qualified technicians/engineers and

		artisans. Company should submit relevant copies of CV's, qualifications and certificates of the relevant qualified technicians, supervisor, artisans and engineers; even if the work is sub-contracted to another company. The qualified technicians, supervisors, artisans and engineers should at least be qualified in electrical, or mechanical, or civil engineering. Bidder submitted all of the requirements listed under 5.1,5.2,5.3,5.4,5.5,5.6 AND 5.7 of the evaluation criteria =10 Bidder submitted partial or did not submit any of the requirements listed under 5.1,5.2,5.3,5.4,5.5,5.6 AND 5.7 of the evaluation criteria =0
Total Weighting: Minimum qualifying score required:		100
		70
		<table><tr><td> Result (Pass / Fail) </td><td></td></tr></table>
Result (Pass / Fail)		

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

- T2.2-05 compliance to specification
- T2.2-06 Proposed delivery project plan
- T2.2-07 methodology, standards
- T2.2-08 Previous experience
- T2.2-09 Summary of the SHE Plan

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.12 Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

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

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-01.2 **SDB1**
- T2.2-02 **CIDB: Eligibility Criteria Schedule** - CIDB Registration 2ME or higher
- T2.2.02 **Stage Two Local Production and Content**
A minimum local content threshold of 90% for **Electrical Cables**, and 100% for **Steel Components** and Products
- T2.2.03 **Stage Three Technical functionality**

2.1.2 These schedules are required for scoring purposes, failure to return these will result in a score of zero:

- T2.2-04 **Evaluation Schedule:** compliance to specification
- T2.2-05 **Evaluation Schedule:** Proposed delivery project plan
- T2.2-06 **Evaluation Schedule:** methodology, standards

- T2.2-07 **Evaluation Schedule:** Previous experience
- T2.2-08 **Evaluation Schedule:** Summary of the SHE Plan
- T2.2-09 **Evaluation Schedule:** Letter of Good Standing (COIDA)
- T2.2-10 **Evaluation Schedule:** Valid proof of Respondent's compliance to B-BBEE

2.1.3 Essential Returnable Schedules, Transnet may request these if they are not submitted by the bidder(s) by closing date of the tender:

General:

- T2.2-11 Authority to submit tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFX Declaration Form
- T2.2-19 RFX – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct

1.3.2 Financial/Insurance:

- T2.2-23 Insurance provided by the Contractor
- T2.2-24

Two (2) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Activity Schedule)

2.6 C2.2 Activity Schedule

2.6 C3.1 Scope of Work/ Specification

T2.2-01: Eligibility Criteria Schedule:**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

For and on Behalf of the
Employers Agent.

Date

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

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. Attach a copy of the CIDB

Grading Designation or evidence of being capable of being so registered.

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the

evaluation of submissions, in a contractor grading designation equal to or higher than a contractor

grading designation determined in accordance with the sum tendered or a value determined in

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

Regulations, for a grade 3 ME or higher are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB.

2. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement.

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

confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

T2.2-03: Eligibility Criteria Schedule- Local Production and Content

A minimum local content threshold of **90% for Electrical Cables, and 100% for Steel Components and Products**

SBD 6.2

T2.2-3: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

- Electrical Cables 90%
- Steel component Value-Added Products 100%

4. Does any portion of the services, works or goods offered have any imported content?

(***Tick applicable box***)

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION**(REFER TO ANNEX B OF SATS 1286:2011)****LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)****IN RESPECT OF BID NO.****ISSUED BY:** TRANSNET ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	

Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.	
(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.	
(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).	
SIGNATURE: _____	DATE: _____
WITNESS No. 1 _____	DATE: _____
WITNESS No. 2 _____	DATE: _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C “local content declaration - summary schedule” may result in the tender submission being non-responsive and disqualified from any further evaluation.

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 above.

T2.2-04 Evaluation Schedule: compliance to specification

T2.2-05 Evaluation Schedule: Proposed delivery project plan

T2.2-06 Evaluation Schedule: methodology, standards

T2.2-07 Evaluation Schedule: Previous experience

T2.2-08 Evaluation Schedule: Summary of the SHE Plan

T2.2-09 Evaluation Schedule: Letter of Good Standing

T2.2-10 **Evaluation Schedule:** Valid proof of responsiveness compliance to B-BEE

T2.2-11: 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

T2.2-12: Record of Addenda to Tender Documents

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

1.

[illegible]

T2.2-16 : ANNEXURE G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. Section 1: Name of enterprise: _____

2. Section 2: VAT registration number, if any: _____

3. Section 3: CIDB registration number, if any: _____

4. Section 4: CSD number: _____

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

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD 8 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

SBD4**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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who

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.

is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

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

1. GENERAL CONDITIONS

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

	POINTS
PRICE	80/20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

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

	Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
--	--

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 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

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier

- ☐ Professional Supplier/Service provider
- ☒ Other Suppliers/Service providers, e.g. transporter, etc.
- [*TICK APPLICABLE BOX*]

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

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

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

WITNESSES

1.
2.

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

DATE:

SBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

T2.2-17 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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

- 1.3.1 IS PUBLICLY AVAILABLE AT THE TIME OF ITS DISCLOSURE OR BECOMES PUBLICLY AVAILABLE [OTHER THAN AS A RESULT OF DISCLOSURE BY THE RECEIVING PARTY OR ANY OF ITS AGENTS CONTRARY TO THE TERMS OF THIS AGREEMENT]; OR
- 1.3.2 WAS LAWFULLY IN THE POSSESSION OF THE RECEIVING PARTY OR ITS AGENTS [AS CAN BE DEMONSTRATED BY ITS WRITTEN RECORDS OR OTHER REASONABLE EVIDENCE] FREE OF ANY RESTRICTION AS TO ITS USE OR DISCLOSURE PRIOR TO ITS BEING SO DISCLOSED; OR
- 1.3.3 FOLLOWING SUCH DISCLOSURE, BECOMES AVAILABLE TO THE RECEIVING PARTY OR ITS AGENTS [AS CAN BE DEMONSTRATED BY ITS WRITTEN RECORDS OR OTHER REASONABLE EVIDENCE] FROM A SOURCE OTHER THAN THE DISCLOSING PARTY OR ITS AGENTS, WHICH SOURCE IS NOT BOUND BY ANY DUTY OF CONFIDENTIALITY OWED, DIRECTLY OR INDIRECTLY, TO THE DISCLOSING PARTY IN RELATION TO SUCH INFORMATION;

1.4 Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

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

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- 2.3.1 TO THOSE OF ITS AGENTS WHO STRICTLY NEED TO KNOW THE CONFIDENTIAL INFORMATION FOR THE SOLE PURPOSE SET OUT IN CLAUSE 2.2 ABOVE, PROVIDED THAT THE RECEIVING PARTY SHALL ENSURE THAT SUCH AGENTS

- 2.3.2 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 TO THE EXTENT REQUIRED BY LAW OR THE RULES OF ANY APPLICABLE REGULATORY AUTHORITY, SUBJECT TO CLAUSE 2.4 BELOW.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 RETURN ALL WRITTEN CONFIDENTIAL INFORMATION [INCLUDING ALL COPIES];
AND

3.3.2 EXPUNGE OR DESTROY ANY CONFIDENTIAL INFORMATION FROM ANY COMPUTER, WORD PROCESSOR OR OTHER DEVICE WHATSOEVER INTO WHICH IT WAS COPIED, READ OR PROGRAMMED BY THE COMPANY OR ON ITS BEHALF.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

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

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-18: RFX 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 T2.2-15 "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 Bidders.

T2.2-19: 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

T2.2-20 Certificate of Acquaintance with Tender DocumentsNAME 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 RFX. 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

T2.2-21 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

9 Objectives

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

- A) ENABLE TRANSNET TO OBTAIN THE DESIRED CONTRACT AT A REASONABLE AND COMPETITIVE PRICE IN CONFORMITY TO THE DEFINED SPECIFICATIONS OF THE WORKS, GOODS AND SERVICES; AND
- B) ENABLE TENDERERS/SERVICE PROVIDERS/CONTRACTORS TO ABSTAIN FROM BRIBING OR PARTICIPATING IN ANY CORRUPT PRACTICE IN ORDER TO SECURE THE CONTRACT.

11 Commitments of Transnet

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

12 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.

13 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service

Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

15 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.

16 Obligations of the Tenderer / Service Provider

17 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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.

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

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

26 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.**

27 Independent Tendering

28 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.

29 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.

30 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 RFX; OR
- F) TENDERING WITH THE INTENTION OF NOT WINNING THE TENDER.

31 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.

32 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.

33 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.

34 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.

35 Disqualification from Tendering Process

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

37 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.

38 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.

39 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

40 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.

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

42 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.

43 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.

44 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.

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

46 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.

47 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.

48 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.

49 Previous Transgressions

50 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.

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

52 Sanctions for Violations

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

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

54 Conflicts of Interest

55 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.

56 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.

57 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.

58 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.

59 Dispute Resolution

60 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 39 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.

61 General

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

63 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.

64 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.

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

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

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

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

Signature

Date

T2.2-22: Supplier Code of Conduct

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

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

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

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

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

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

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

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-23: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	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.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-24: Two (2) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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C1.1: Form of Offer & Acceptance

Offer

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

FOR REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT SALDANHA

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.
---------------	---

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data

at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

FOR THE TENDERER:

FOR THE EMPLOYER

Signature

Name

Capacity

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

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration 1990/000900/30)	No.
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000	
	Having elected its Contractual Address for the purposes of this contract as:	160 Lynette Street Kilner Park Pretoria 0186	
10.1	The <i>Project Manager</i> is: (Name)	Sibonelo Msizazwe	
	Address	1 Transnet Road Hilton Bloemfontein 9301	
	Tel	051 408 3476	
	e-mail	Sibonelo.Msizazwe@transnet.net	
10.1	The <i>Supervisor</i> is: (Name)	Sanele Zimu	
	Address	160 Lynette Street, Kilner Park	
	Tel No.	012 391 1384	
	e-mail	Sanele.Zimu@transnet.net	
11.2(13))	The <i>works</i> are	FOR REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS AT SALDANHA.	

11.2(14)	The following matters) will be included in the Risk Register	
11.2(15)	The <i>boundaries of the site</i> are	Transnet Engineering Saldanha Depot is located in the Western Cape region in the northern part of the Cape Corridor.
		Address: Transnet Engineering Orex Road Salkor Saldanha
11.2(16)	The Site Information is) in	Part C4
11.2(19)	The Works Information) is in	Part C3
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 (14 days)
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30/June/2023
30.1	The <i>access dates</i> are	Part of the Site Date 1 10/12/2022 2 15/01/2023 3
31.1	The <i>Contractor</i> is to submit a first	2 weeks of the Contract Date.

	programme for acceptance within	
31.2	The <i>starting date</i> is	06/12/2022
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
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 Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm

**the number of days with minimum
air temperature less than 0 degrees
Celsius**

**the number of days with snow lying
at 08:00 hours South African Time**

and these measurements:

The place where
weather is to be
recorded (on the Site)
is:

**The Contractor's Site
establishment area Bay 07 North
RM**

The *weather data* are
the records of past
weather measurements
for each calendar month
which were recorded at:

Pretoria (Silverton)

and which are available
from:

**South African Weather Service 012
367 6023 or
info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
----------	--------------	--

84.1 The *Employer* provides
these insurances from
the Insurance Table

1 Insurance against: **Loss of or damage to the *works*,
Plant and Materials is as stated in
the Insurance policy for Contract
Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the
insurance policy for Contract
Works / Public Liability**

The deductibles are: **as stated in the insurance policy for
Contract Works / Public Liability**

2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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

The *Contractor* provides these additional Insurances

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

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor

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

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

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

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

84.2 The insurance against loss of or damage to the

Principal Controlled Insurance policy for Contract OR Project

	works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Activity Schedule have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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 Chairman of the Association of Arbitrators (Southern Africa) 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

X4 Parent company guarantee No additional data is required for this Option

X7 Delay damages (but not if Option X5 is also used)

X7.1 Delay damages for Completion of the whole of the *works* are **R1000.00 per calendar day**

X16 Retention

X16.1 The retention free amount is **Nil**

10% on all payments certified.

The retention percentage is

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil**

X18.2 **The deductible of the relevant insurance policy**
For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the

X18.3 *Employer's* property is limited to: **The cost of correcting the Defect**

X18.4 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: **The Total of the Prices**

X18.5 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: **1 year (12months) after Completion of the whole of the works**

The *end of liability date* is

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

Z3 **Obligations in respect of Job Creation**

Z3.1 **It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2**

Z3.2 **The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..**

Z3.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z5 Additional clauses relating to Joint Venture

Z5.1 Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

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

- A brief description of the Contract and the Deliverables;

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

- which and manner
whereby this will be
provided and/or
guaranteed by the
constituents from
time to time;
v. the names of the
auditors and
others, if any, who
will provide
auditing and
accounting services
to the Joint
Venture.**

Z5.2**Insert additional core clause 27.6**

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

**Z6 Additional obligations
in respect of
Termination**

Z6.1

**The following will be included under core clause 91.1:
In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**

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

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

Z6.2 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"

Z6.3

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

Z7 Right Reserved by the Employer to Conduct Vetting through SSA

Z7.1

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

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

**Z8 Additional Clause
Relating to Collusion
in the Construction
Industry**

Z8.1

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

**Z9 Protection of Personal
Information Act**

Z9.1

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

Z10 BBEE Clauses

Z10.1

Insert additional clause 27.7.

27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

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PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

The *conditions of contract*

How the contract prices work and assesses it for progress payments

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

**Identified 11
and
defined
terms**

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Tenderer to provide priced activity schedule link to his programme and include programme reference in priced activity schedule. Activity will only be paid on completion of activity on measurement date.

Item No.	Activity Description	Quantity	Price
1	Preliminary & General (P&Gs)	Sum	
2	Compliance with Safety, Health & Environmental (SHE) requirements and Rail Safety Regulator (RSR) requirements including all safety file requirements as per Transnet and SHE regulations and legislature.	Sum	
3	Complete removal of 10T crane. All scrap elements removed remain part and property of Transnet	Sum	
4	Refurbish, upgrade, install, test and commission 10T overhead crane complete.	Sum	
5	Compliance and quality records (Compliance & Completion certificates, test results, As-built drawings, Training and Maintenance Manuals)	Sum	
11	Net Total		
13	Total		

Part C3: Scope of Work / Specification

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

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1. Introduction

1.1 **SPECIFICATION FOR REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS SALDANHA.**

1.2 All offers shall be complete including the installation of and connecting to an electrical feed.

2. Scope

2.1 Transnet Engineering wishes to upgrade **10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS SALDANHA** with a full maintenance contract during the guarantee period.
Transnet

Engineering will monitor the technical performance, as well as effectiveness
of the maintenance service contract for the guarantee period.

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

2.3 All the required load testing weights and slings for the commissioning period will be supplied. The transport from the storage site to the worksite will be the responsibility of the appointed contractor. The appointed contractor must provide any shortfall in weights required by contractor to successfully conduct required load and proof load testing.

2.4 The electrical connection of the crane shall be the responsibility of the tenderer – an accredited contractor will be required.

2.5 The cranes shall be able to operate 24 hours, 7 days a week.

2.6 This contract covers the upgrade; installation; testing and commissioning of

10 TON ELECTRIC OVERHEAD CRANE.

The following shall be provided as part of the installation:

- All the electrical/electronic schematics, including electrical compliance certificate.
- Load Test certificate.
- Commissioning and testing of the **10 TON ELECTRIC OVERHEAD CRANE.**
- Supplying of four operating and maintenance manuals – including electrical diagrams.
- Maintenance and schedule of maintenance under Warrantee.
- The tenderer shall supply the high-level training scope for the operators, millwrights, electricians, electronics technician and Training officers. The supplier shall indicate if the training is accredited and furnish with such accreditation number or reference quote and the body that is issuing such accreditation.

Bidder Signature: _____

Date:

Company Stamp

2.7 All offers shall be complete in every respect with this specification. Only complete tenders shall be considered.

2.8. Start-up lubricants and consumables shall be supplied by the contractor.

2.9 The Technical Officer reserves the right to have the **crane upgrade** proposal checked independently by a third party.

2.10. Tenderers must allow for monthly/weekly progress and clarification meetings on site initially and after commissioning for defect meetings when required. A site visit will be held after issuing of the tender to establish the exact scope and magnitude of the contract. A complete Site Inspection Certificate must be submitted with the tender documents. No tender will be considered unless it has this Certificate signed by the site Engineer or his representative.

3. Health and Safety and Operational Requirements

- 3.1. All equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 and its regulations.
- 3.2. Sudden power losses will not have an adverse effect on equipment and shall not unduly delay return to operation after power is restored.
- 3.3. At all times during the refurbishing, assembly and testing of the equipment the contractor will be responsible for the safety of all persons on the site and the equipment.
- 3.4. The **10 TON ELECTRIC OVERHEAD CRANE** will be located in the Wheels Workshop where high levels of vibration and industrial air pollution exist. No temperature control or air conditioning exists.
- 3.5. The power supply to the **10 TON ELECTRIC OVERHEAD CRANE** shall be of industrial type and will be subjected to switching voltage spikes and unplanned power failures.

4. Definitions and Abbreviations

CLIENT	Transnet Engineering Bloemfontein
TECHNICAL	Regional Plant Engineer, Transnet Engineering, Bloemfontein
CONTRACTOR	Contractor appointed under this specification document
SABS	South African Bureau of Standard
BS	British Standard Specification
ISO	International Organisation for Standardisation
EN	European Norm
DIN	Dutch International Norm
DoL	Department of Labour

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LME	Lifting Machinery Entity
LMI	Lifting Machinery Inspector

5. Specialist Sub-contractor

5.1 Only specialist sub-contracts who have previously successfully completed mechanical/electrical work of the type and extent specified in this document should be engaged. The tenderer shall provide the technical officer with sufficient proof of having suitable experience regarding the design and manufacturing of similar equipment. To this end, complete and detailed reference list shall be submitted with the tender. Reference lists shall include addresses as well as contact persons who may be visited for inspection of the equipment during the adjudication period.

5.2 The tender shall submit a complete list of proposed sub-contractors and suppliers of major components with his tender.

5.3 The tenderer shall be prepared to commit him/herself in writing to the technical officer with an adequate, experienced and stable project team for the duration of the contract.

5.4 Transnet Engineering will not consider any tenderers offer that, in the sole opinion of Transnet Engineering, does not have adequate experience in the design and manufacture of such equipment.

- 5.5 Contractors shall do the installation simultaneously with other contractors on-site busy with other work and shall plan work that it integrates with other work performed.

6. Drawings

- 6.1 The tenderer shall submit with his tender drawings and specifications sheets of the proposed **10 TON ELECTRIC OVERHEAD CRANE** indicating all the components that form part of fabrication.
- 6.2 The contractor shall be required to furnish four final copies of each manual/ handbook as well as an electronic copy for **10 TON ELECTRIC OVERHEAD CRANE** design in terms of this contract.
- 6.3 Three copies of the preliminary handbooks shall be made available to the Technical Officer one week prior to commissioning of the **10 TON ELECTRIC OVERHEAD CRANE**
- 6.4 Three copies of the final set of handbook will be kept in the workshop and the contractor must cover every page of this set with transparent plastic.

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

6.6.1 4 x Maintenance Instruction Manual

6.6.2 4 x Operator's Manual

6.6.3 4 x Parts Catalogue and full detailed drawings of the components (soft copy must be in "*.pdf" format)

6.6.4 4 x Training Manual

6.6.5 All the above manuals in CD-format (soft copy)

6.6.6 Hard copy of Parameters of all systems including PLC, CNC and Drives.

6.6.7 Setup guides for Software on Computer.

7. Materials and Workmanship

7.1 Unless otherwise specifically stated in this document or on the drawings, all materials and equipment shall be new, free from rust, defects, undamaged and suitable for the purpose for which it will be used.

7.2 The work shall be carried out in an efficient and workmanlike manner in accordance with this specification and to the satisfaction of the Technical Officer.

7.3 The equipment as made and supplied shall be complete in every respect, of modern design, using the most advanced proven technology extensively supported by reputable local companies, and be built to good engineering practices. Tenderers shall supply a list of all the main components (mechanical, electrical, etc.) proposed as well as the addresses of the local support companies.

8. Specific Requirements

8.1. Tenderers shall indicate clause-by-clause either that offer complies in every respect with the specification, or if not, exactly how it differs, Contractors shall complete the following information by writing "Comply" where she/he meets the specification or give a brief description where his/her offer differs.

8.2. **All civil works if necessary for the installation must be quoted for separately and attached to the tender document.**

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ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
	Specification for refurbishing, upgrade, installation, testing and commissioning of 10-ton electric overhead crane for Wheels Business Saldanha. Upgrade 10ton SWL	
1.	Scope of work:	
1.1	Remove old 10-ton crab and replace with new. (Complete). (Crane asset no: 28030250, Lasch crane).	
1.2	Remove all electrical cabling, control panels, replace with new cabling, and control panel.	
1.3	Remove old centre drive motor and shafts.	
1.4	Remove old crab and replace with new complete crab. Supply new 10-ton crab unit to suit existing crab gauge C/W & hoist panel	
1.5	Painting of new crab and service platform.	
1.6	Testing and commissioning of crane.	
1.7	Compile upgrade design c/w engineering calculations and certification by Professional Engineer	
1.8	Synchronization Device and Radio Link Install wireless remote control (HBC Radiomatic wireless remote controller)	
1.9	Connect and commission all crane motors, brakes, electrics and safety devices	
2.	Crane Specification:	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
2.1	The refurbishing of the cranes to be to the latest British and/or Fem Standards and shall meet the requirements of the Occupational Health and Safety Act (Act 85 of 1993) with special reference to the Construction Regulations.	
2.2	Lifting height shall be as to the current crane height. Maximum safe working load: - Main hoist 10 000kg Motion speeds shall be 2 speed: (Variable) - Main hoist 4/0.67 meters/min. 2 speed, at least (minimum) - Cross travel 5/20 meters/min. 2 speed, at least (minimum) - Long travel 10/40 meters/min. 2 speed, at least (minimum)	
2.3	Replace old pendant system with HBC Radiomatic wireless remote controller.	
2.4	Check all bolts on the crane structure. Replace missing bolts and tighten all loose bolts. All bolts shall be precision fit.	
3.	Service platforms/inspection cage	
3.1	Repair service platform in places where the old centre drive motor and shaft have been removed.	
3.2	Ensure that the full-length service platforms is properly covered with 6mm checker plate. Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
4.	Long travel:	
4.1	Ensure and verify that the long travel wheel sizes are selected to suit the wheel loading and travelling distance, be made of surface hardened chrome-molybdenum alloy steel and are fitted with sealed long-life anti-friction bearings and have an end float of not more than 10mm.	
4.2	Upgrade long travel system to variable speed drive with new 4 pole geared brake motors.	
4.3	Brakes to be activated automatically in case of power failure.	
4.4	Suitable impact buffers shall be provided on all four corners of the crane.	
4.5	Long Travel VSD with Braking Unit & Resistor	
5.	Cross Travelling Crab: (Completely new cross-travelling crab.)	
5.1	All hoisting machinery and associated components shall be housed on the cross-travel crab	
5.2	Cross travelling crab (Trolley) shall be rated as follows: • FEM's: 3m. • ISO: M6	
5.3	Cross travel, crab shall be carried on four wheels and shall be self-driven through at least two of the wheels.	
	Bidder Signature _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
5.4	The cross-travel wheels shall be double-flanged type, with a width to suit the crab rail, and with bearing housings, all similar to wheels in accordance with DIN 15080. Roller bearings must be of adequate capacity, in accordance with FEM Standards.	
5.5	The crab and its drive system shall be designed to provide good longitudinal stability and accurate crab alignment. Full particulars of the crab drive arrangement, including wheels, reducers, motors and brakes must be provided.	
5.6	The crab frame shall be build-up of structural steel, securely welded and bolted together, provided with ample stiffeners to ensure rigidity, and suitably decked where necessary for access and maintenance.	
5.7	The crab shall be provided with suitable devices to prevent derailment and protection against falling down in the event of a broken wheel or axle.	
5.8	Overload limiting device that cuts out only the hoist lifting motion when the safe working load is exceeded (this must be calibrated and a certificate supplied).	
5.9	Supply and install anti-swing device that shall cut out the crane in total.	
5.10	Shall be fitted with hoist upper and lower limit switches.	
5.11	Shall be fitted with digital load indication board indicating the load that is lifted.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
5.12	All machinery on the crab (including wheel assemblies etc.) shall be arranged to permit easy removal for maintenance.	
5.13	Suitable impact buffers shall be provided on all four corners of crab.	
5.14	Buffer stops must be provided on the crane at the ends of the crab cross travel.	
5.15	Cross Travel VSD with braking resistor.	
6.	Hoists: (3m).	
6.1	The hoist mechanism shall comprise of an electric driven, multi-reeved, wire rope hoist.	
6.2	Hoist mechanism components shall be mounted on a common, rigid frame in such a way as to ensure easy and reliable adjustment of the alignment and sufficient access to all maintenance parts.	
6.3	The reeving geometry shall be such that the allowable rope fleet angles are not exceeded for any position of the crab and hook-block.	
6.4	Steel wire ropes, rope drums and sheaves shall comply with the Employer Specification H500200-0-000M-SP-0003. Steel wire ropes shall be selected in accordance with SANS/ISO 4308-1.	
6.5	Main Hoist VSD with Braking Unit & Braking Resistor	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
7.	Hook & hook-block: (3m).	
7.1	The crane shall be provided with a reefed-in hook-block of reputable brand, complete with integral free-swivelling hook.	
7.2	The sheave wheel housing of the hook-block shall be equipped with suitable protective edging to prevent damage to the wire rope.	
7.3	The hook assembly shall rotate freely through 360° on a thrust bearing.	
7.4	The lifting hooks shall be fitted with safety latches.	
8.	Braking system:	
8.1	The long, cross travel and hoist motion of the crane shall be fitted with failsafe electro- mechanical brake assemblies to suit the particular motor sizes.	
8.2	Brakes to be activated automatically in case of power failure.	
9.	Direction and information boards:	
9.1	Fit one board on each side of the crane, with arrows indicating the four (4) directions of motion of the crane (longitudinal and cross travel). They must be visible within the full range of the remote control. Refer to Specification for Direction Plates for OHCs.	
9.2	The remote and pendant control markings must match the arrows on the board.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
9.3	Fit a chromo-deck plate, depicting the asset number, safe working load (S.W.L.) and supplier name and date of refurbishing in blue lettering on a white background, fitted into angle iron frame and bolted on to each side of the crane.	
9.4	Supply and install all new data plates, SWL signs and information as required by law.	
10.	Crane electrical requirements. (Complete upgrade):	
10.1	Remove old control panels and wiring and replace with new control panel and wiring. Old control panel and wiring shall be handed over to the maintenance department.	
10.2	Fit frequency invertors with a safety factor of 125% cross travel and hoist motors. Long travel drive shall be reused.	
10.3	The control panels must feature:	
10.3.1	Main switch on main panel must be able to be locked in the 'off' position with 3 locks.	
10.3.2	Circuit breaker for incoming supply.	
10.3.3	Thermal overload protection to all motors.	
10.3.4	Fuse or circuit breaker protection for all control circuits.	
10.3.5	Short circuit protection to all different circuits.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
10.3.6	Hour meter on the hoist drive.	
10.3.7	Four fans 4 inches in diameter. Two for sucking and two for blowing to exchange heat generated in control boxes. (Per control box).	
10.3.8	Suitable control voltage to be supplied from a double wound transformer.	
10.3.9	Laminated wiring diagram inside the doors of the main panel indicating the wire numbering.	
10.4	Crane shall be fitted with two sets of lights. The lights can be fitted to trap doors on the service platforms or on a hinged attachment welded to the side of the crane to ensure easy maintenance. (Lights shall be LED light fittings).	
10.5	The long and cross travel and hoist motion of the crane shall be fitted with failsafe electro- mechanical brake assemblies to suit the particular motor sizes. (Supply details at tender stage).	
10.6	The brake resistors shall be of the open wire wound resistor type for each motion of the crane. The brake resistors must be housed in steel mesh enclosures. Not to be installed inside the control panel. (60% duty cycle).	
10.7	Be radio controlled with a remote, pendant as back up and featuring:	
10.7.1	6 directions, siren, lockable emergency stop, infra-red start (to actuate the crane only when standing underneath it) and a spring-loaded override button to allow further longitudinal movement after the crane was stopped by the anti-collision device.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
10.7.2	Start button to also activate the lights	
10.7.3	Wireless pendant to be supplied. HBC Radiomatic wireless remote controller and receiver.	
10.8	Fit anti-collision device on both sides of the crane (allow for maximum speed and load). A manual override, to inch up to the stop block or another crane, must be incorporated.	
10.9	Fit a warning siren (push button).	
10.10	Install a festoon system consisting of support brackets, 40mm heavy duty C-track rail, cable carriers, flat flexible cabling and all accessories.	
10.11	All sheet metal enclosures must be IP65 rated, have 180° horizontally opening doors, be fitted with anti-tamper devices and be painted orange (B46) inside and outside.	
10.12	Only bottom entry of cables via gland plates into panels and other electrical enclosures shall be allowed. Unused openings in the gland plate shall be closed and sealed.	
10.13	All cabling must be routed in steel trunking and be fitted with metal glands at the junction boxes.	
10.14	All cabling to be fitted with metal glands at all junction boxes and cubicles.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
10.15	Cables shall be terminated on suitable terminals before being wired further in enclosure.	
10.16	All terminal connections shall be done with good quality connectors and/or lugs and each wire end shall be marked with durable tags or clips on which shall be clearly and indelibly marked, the identifying numbers of each wire, corresponding to the wiring diagram. (O-ring type).	
10.17	All motors, panels, trunking, etc. must be earthed.	
10.18	All switchgear shall be rated for 100 starts per hour minimum.	
10.19	The collector arm on the crane must be steel (not plastic) and must be fitted with replaceable contactors.	
10.20	Fit protection bars on the crane at the down shop leads end if not already in place.	
10.21	All electrical work done on the crane to comply with the latest SANS standards. (SANS 10142:2017)	
11.	Safety:	
11.1	All brakes shall be spring applied, electro-mechanical type that fails to safety.	
11.2	Sudden electrical power losses will not have any adverse effect on the crane and shall not unduly delay return to operation after power is restored.	
11.3	The following minimum principal safety devices shall be included:	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
11.3.1	Load limit device: An electrical overload safety device, preventing loads in excess of the safe working load from being hoisted, shall be provided. The load limiting device shall be calibrated and supplied with a calibration certificate issued by an accredited agency.	
11.3.2	Automatic hoist braking: The hoist shall be designed to provide automatic braking in case of electrical power failure. Emergency lowering of the load in case of supply power failure shall be possible. Full details on how this will be achieved must be supplied.	
11.3.3	Over-hoist protection: Provided with slow down and stop limits.	
11.3.4	Lower hoist limit: The crane shall be provided with sufficient wire rope to reach the lower hoist limit specified, while still retain at least 3 full windings on the rope drum as required in terms of the South African Occupational Health and Safety Act.	
11.3.5	Electrical lock-out: The main fused isolator in the main panel shall be able to be locked in the open position with a minimum of three separate padlocks.	
11.3.6	Anti-swing device to prevent any pulling of equipment with crane.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
11.3.7	Anti-collision devices of the non-contact type shall be provided to slow down and stop the crane at the extremes of travel and at a safe distance, minimum one meter, from the next crane. A manual override facility shall be provided to inch up to the stop block or adjacent crane.	
11.3.8	An audible alarm of approved design shall be provided on the crane. The alarm shall sound automatically and continuously whenever the long travel is energised.	
11.3.9	Carry out NDT testing on critical load bearing parts prior to upgrade.	
12.	Gearboxes:	
12.1	All gearboxes must be fitted with conveniently located sight glasses/dip sticks for checking the oil level.	
12.2	The breather and filler holes must be fitted with suitable filters to prevent the ingress of dust into gears.	
12.3	All breather and fillers must be designed such that the ingress of water and condensation is prevented.	
12.4	The gearbox lubrication system must be suitable for the duty and cycle duration of the particular mechanism. If pumps are required, they must be electrically driven.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
12.5	The appropriated mechanical and terminal rating and load factor of the application must be applied for the sizing of all gearboxes. Force cooled gearboxes are not acceptable.	
13.	Lubrication:	
13.1	A list of all recommended lubricants and the associated application shall be furnished by the Contractor before the crane is delivered.	
13.2	Lubrication points that are not easily reachable must be provided with steel extension tube to the accessible position.	
13.3	No form of plastic lubrication piping will be accepted.	
13.4	Permanently lubricated roller bearings must be employed as far as possible.	
15.	Documentation:	
15.1	The following documentation shall be handed in at tender stage:	
15.1.1	Company's registration as LME with the Department of Labor. (Certificate with LME Number).	
15.1.2	Certificate of the company's registered LMI. (Certificate from ECSA).	
15.2	The following documents shall be handed to Transnet Engineering Project Manager before any manufacturing starts:	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
15.2.1	The supplier shall submit his design calculations and detailed drawings, (New crab and Electrical control panel) signed off by a competent professional person, to the Project Manager for the Transnet Engineering Professional Engineer to check and sign off. This shall in no way absolve the contractor from professional responsibility.	
15.3	Documentation on day of commissioning: 4 sets off hard copies each with a disc containing documentation in PDF Format.	
15.3.1	Operating Manual.	
15.3.2	Maintenance Manual.	
15.3.3	Electrical Schematics.	
15.3.4	Mechanical Drawings.	
15.3.5	Parts List.	
15.3.6	Hard copy of Parameters of all systems including PLC, CNC and Drives.	
15.3.7	Setup guides for Software on Computer.	
15.3.8	Test certificates for the following:	
15.3.8.1	Hook test certificate.	
15.3.8.2	Rope test certificate.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
15.3.9	Calibration certificate for:	
15.3.9.1	Load limiter/load cell.	
15.3.9.2	Digital load display board.	
16.	Spares:	
16.1	The supplier shall indicate detailed spare parts list for the equipment supplied.	
16.2	The supplier shall indicate the critical maintenance spares.	
16.3	The supplier shall indicate if consignment spares will be readily available in South Africa and the average lead times.	
16.4	The supplier shall describe in detail the main components and how they operate in detail.	
17.	Maintenance	
17.1	The supplier shall indicate the maintenance requirements and frequency of the equipment.	
17.2	Maintenance/servicing of the equipment during guarantee period shall be included in the price.	
17.3	Transnet Engineering will monitor the technical performance, as well as the effectiveness of the maintenance service during the guarantee period.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
18.	General:	
18.1	All material used shall be SANS approved, A-grade first class.	
18.2	All work delivered shall be of a high standard.	
18.3	All rubble shall be removed on a daily base.	
18.4	Regular inspections will be carried out during construction by Transnet engineering Quality Assurance staff.	
18.5	Start-up lubricants and consumables shall be supplied by the contractor.	
	Bidder Signature: _____ Date: _____ Company Stamp	

ITEM NO.	REQUIREMENTS	DETAILS OF OFFER Comply (Yes) / Do not comply (No)
18.6	This specification shall be read in conjunction with the following plus the SANS.BS and other standards referred to: • The specific Requirements. • Occupational Health and Safety Act (Act 85 of 1993) Any omissions or sub-standard requirements in this specification shall be brought to the attention of the Contract Manager at tender stage and proposals for addressing these, shall be submitted. This specification states the minimum requirements and in no way absolve the contractor from responsibility for sound engineering practice. The Crane Supplier and Lifting Machinery The external service provider for the purpose of performing inspections / examinations on any Transnet Lifting Machinery, the following shall be adhered to at all times: • The service provider must be registered with the DoL as LME and the LME registration number must be verified with DoL. • The person performing inspection / examination, irrespective of being the owner of the entity, must be registered with ECSA as an LMI and the registration number must be verified with ECSA. • If the person performing inspection / examination has applied for registration with ECSA, they must provide the service recipient with a copy of such application and which copy must bear the signature and stamp of the Commissioner of Oath. • Correct and current Lifting Machinery Regulations shall be consistently applied when performing inspection / examination on Transnet Lifting Machinery. • An affidavit signed and stamped by the South African Police Service and certified copies of any other pertinent documentation must be submitted to the service recipient prior to commencement of the work. • All Lifting Machinery test certificates that are issued outside the above will be deemed null and void and all the Lifting Machinery affected by such non-compliance shall be deemed unfit for purpose and must be immediately withdrawn from service.	

Bidder Signature: _____ Date: _____

Company Stamp

9. Installation and Commissioning**9.1. Installation**

9.1.1 A detailed program (Gantt chart) shall be submitted with the tender, indicating the main activities and periods necessary up to handover. The tenderer shall submit with their tender a detail erection and installation procedure.

9.2.2 The contractor shall make provision for the necessary equipment needed for the assembly of the **10 TON ELECTRIC OVERHEAD CRANE.**

on site as well as provide adequate personnel to facilitate the assembly and installation of the **10 TON ELECTRIC OVERHEAD CRANE.**

10. On-site Testing

10.1. The tenderer shall do commissioning and testing of the new equipment and a commissioning certificate shall be issued and signed off by Transnet.

10.2. As this project is "Turn-Key" the successful tenderer is responsible for the refurbishment and commissioning.

10.3. The complete project team and PEMM responsible persons will participate in final commissioning.

10.4. Before the crane is load/performance tested, all the documents requested/required (Acceptance Documents as per SANS 7363: Latest) shall be submitted to the Contract Manager, the drawings shall be approved and the findings of the pre-inspection (SANS 10375) shall be rectified.

10.5. Static and dynamic testing will be done in accordance with SANS 4310:2002 Edition 1, in the presence of Transnet Engineering's Plant Engineer and the Mechanical (LMI's) and Electrical Examiners.

10.6. The crane will be tested for conformity to specification according to the crane's load / characteristics, and the following will be verified:

- Hook approach.
- Load lifting speed.
- Load lowering speed.
- Crane traveling.
- Trolley traveling speed.
- Function and limit devices.
- Performance of driving medium i.e. motor currents under test conditions.
- No crabbing occurs.

10.7. The following overload tests will be done to demonstrate the structural competence of the crane.

10.8. Before the crane is put into crevice, it shall with overloads appropriately set, be tested to lift and sustain a test load of 110% of the safe working load when located at the center of the span.

Bidder Signature: _____ Date: _____

Company Stamp

- 10.9. During the overload test, each motion in turn shall be maneuvered in both directions and the crane shall sustain the load under full control. The specified speed need not be attained, but the crane shall show itself capable of dealing with the overload without difficulty.
- 10.10. The test shall be considered to be successful if all the specified criteria have been met, no cracks, permanent deformation, paint flaking or damage which affects the function, safety of the crane is visible, and no connections have loosened or have been damaged.
- 10.11. Connect and commission all motors, brakes, electrics and safety devices.
- 10.12. Carry out a load test and proof load test to 10T +25% after upgrade

11. Painting

- 11.1. If necessary, the **10 TON ELECTRIC OVERHEAD CRANE** must be painted such that their outward appearance must be very visible.
- 11.2. All painting shall be done with strict adherence to the SABS 1091 standard for colours.
- 11.3. All components must be designed with corrosion protection in mind and specifically the following:
- No entrapment of dirt, product, moisture, etc.
 - No areas must be inaccessible for maintenance such as to narrow gaps
 - No sharp corners and discontinuous welds.
- 11.4. New crab and service platform shall be painted.
- 11.5. The crab shall be painted one coat organic zinc rich primer at least 50 microns thick (allow 8 hours to dry), one epoxy MIO intermediate coat at least 125 microns thick (allow 12 hours to dry) and one acrylic polyurethane finishing coat golden yellow (B49) high gloss enamel at least 50 microns thick, Electrics shall be orange (B46).
- 11.6. Service platform covering shall be painted black.

12. Quality Control

- 12.1 The contractor shall provide a quality control plan with the tender indicating how quality will be assured.
- 12.2 The Contractor shall be required to install and operate a quality management system, which is based on International Standard ISO 9001.

Bidder Signature: _____ Date: _____

Company Stamp

13. Guarantee

- 13.1. The contractor shall guarantee for a period of **12 months** after successful commissioning of the **10 TON ELECTRIC OVERHEAD CRANE** that all components, plant, equipment and material are new and fit for the specific purpose which they are purchased, and free from any defects in design, workmanship and material, and are in strict accordance with the Contract, unless otherwise agreed in writing.
- 13.2. The Contractor shall agree to replace at his/her cost any defective items discovered within the guaranteed period.
- 13.3. The tenderer shall clearly stipulate the nature of the guarantee and how long it will take their maintenance staff to be on site. Transnet Engineering requires a response time of no more than 24 hours.
- 13.4. Should the contractor fail, when called upon, to make good or remedy a defect (under guarantee or declared inherent) within 24hours, Transnet Engineering may affect the repair and thereafter recover from the Contractor all costs and expenses associated with such repair.
- 13.5. The maintenance plan shall be for 12 months. The quote for maintenance plan shall be included on the Schedule of prices.
- 13.6. T.E artisans and technicians to form part of the team during breakdown repairs and planned maintenance.

Bidder Signature: _____ Date: _____

Company Stamp

TRANSNET LIMITED**SPECIFICATION FOR REFURBISHING, UPGRADE, INSTALLATION, TESTING AND COMMISSIONING OF 10-TON SWL ELECTRIC OVERHEAD CRANE FOR WHEELS BUSINESS SALDANHA****14. SCHEDULE OF PARTICULARS**

The contractor shall indicate clause for clause either that the offer complies in every respect with that clause of this specification, or if not, exactly how it differs.

Details on Equipment and Materials

Item	Description
General	
Delivery and installation period	
Do testing and certification on site	
Guarantee period – months	

Bidder Signature: _____ Date: _____

Company Stamp