



TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No TNPA/2024/05/0017/64917/RFQ.

FOR THE PROVISION OF REPAIRS OF THE SULZER PUMP EME 250-300 FOR SAND BYPASS SYSTEM AT TNPA PORT OF NGQURA FOR A ONCE-OFF PERIOD

| | |
|--------------------------------------|---|
| ISSUE DATE: | 27 MAY 2024 |
| NON-COMPULSORY SITE BRIEFING: | 04 JUNE 2024 |
| TIME: | 12H00 |
| VENUE: | ACB BUILDING ,N2 NEPTUNE ROAD,OFFKLUB ROAD , PORT OF NGQURA,GQEBERHA |
| CLOSING DATE: | 19 JUNE 2024 |
| CLOSING TIME: | 16H00 |
| CLOSING VENUE: | https://www.transnet.net (REFER TO ANNEXURE A, USER GUIDE) |
| BID VALIDITY PERIOD: | 90 BUSINESS DAYS FROM CLOSING DATE |

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

TECHNICAL PRE-QUALIFICATION CRITERIA

- **Only Service Providers who have experience in similar works and are Original Equipment Manufacturer approved are eligible to submit quotation.**

RFQ FOR THE PROVISION OF REPAIRS OF THE SULZER PUMP EME 250-300 FOR SAND BYPASS SYSTEM AT TNPA PORT OF NGQURA FOR A ONCE-OFF PERIOD

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF, A DIVISION TRANSNET SOC LTD | | | | | | | |
|---|--|-------------|-------------------|--|--------------------------------------|---------------|-------|
| BID NUMBER: | TNPA/2024/05/0017/64917/RFQ | ISSUE DATE: | 27 MAY 2024 | CLOSING DATE: | 19 JUNE 2024 | CLOSING TIME: | 16H00 |
| DESCRIPTION | FOR THE PROVISION OF REPAIRS OF THE SULZER PUMP EME 250-300 FOR SAND BYPASS SYSTEM AT TNPA PORT OF NGQURA FOR A ONCE-OFF PERIOD | | | | | | |
| BID RESPONSE DOCUMENTS 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. | | | | | | | |
| RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED. | | | | | | | |
| The Transnet e-Tender Submission Portal can be accessed as follows: | | | | | | | |
| <ul style="list-style-type: none"> ▪ Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); ▪ Click on "ADVERTISED TENDERS" to view advertised tenders; ▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); ▪ Click on "SIGN IN/REGISTER" - to sign in if already registered; ▪ Toggle (click to switch) the "Log an Intent" button to submit a bid; ▪ Submit bid documents by uploading them into the system against each tender selected. ▪ No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net ▪ The bidder guide is attached as ANNEXURE A | | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | Zoliwe Beja | | | CONTACT PERSON | Ada Kameli | | |
| E-MAIL ADDRESS | GRP-TNPA-TNPAPONBETWEEN@Transnet.net | | | E-MAIL ADDRESS | GRP-TNPA-TNPAPONBETWEEN@Transnet.net | | |
| SUPPLIER INFORMATION | | | | | | | |
| NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |

| | | | | | |
|---|--|--|--|---------------------------|---|
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE | UNIQUE REGISTRATION REFERENCE NUMBER: MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT] | | | | | |
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONAIRE BELOW] | | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW. | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A Non-compulsory pre-proposal site meeting and RFQ briefing will be conducted at **ACB Building Ground Floor Boardroom, Off Neptune Road, Klub Road, Port of Ngqura, Gqeberha** on the **04 June 2024** from **12h00 PM** for a period of \pm 3 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**GRP-TNPA-TNPAPONBETWEEN@Transnet.net**] before **12:00 pm on the 11 June 2024**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Employment Equity Act

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

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 Disclaimers

- 8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:
 - modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.
- Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - unduly high or unduly low tendered rates or amounts in the tender offer;
 - contract data/master agreement/special conditions of contract provided by the tenderer;
 - OR
 - the contents of the tender returnables which are to be included in the contract".

9 SPECIFICATION/SCOPE OF WORK

Refer to Annexure B

10 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

11 Security clearance

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

12 National Treasury’s Central Supplier Database

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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

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

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

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:



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

| | | | |
|---|---|---|--|
|  <p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p> |  <p>What's App Speak to an Agent via What's App.</p> |  <p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p> |  <p>Telegram Speak to an Agent via Telegram</p> |
|---|---|---|--|


0800 003 056


086 551 4153

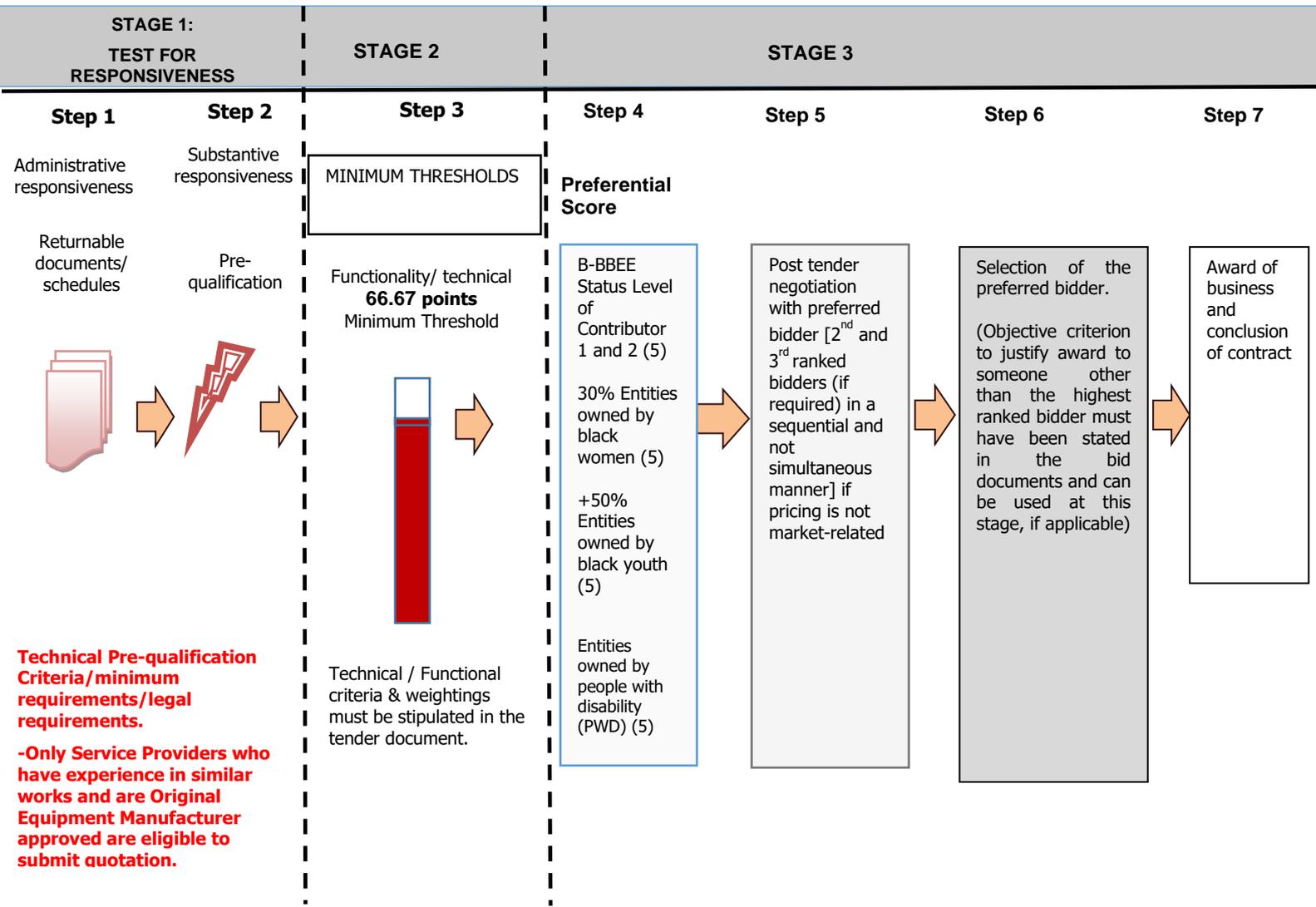

reportit@ethicshelpdesk.com


***120*0785980808#**

SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

| Check for substantive responsiveness | RFQ Reference |
|---|-----------------------------------|
| <ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met | <i>All sections</i> |
| <ul style="list-style-type: none"> Whether the Bid contains a priced offer | <i>Section 4 - Quotation Form</i> |
| <ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given | <i>All Sections</i> |
| <ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: Only Service Providers who have experience in similar works and are Original Equipment Manufacturer approved are eligible to submit quotation | <i>Annexure B</i> |

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation.

1.3 STEP THREE: Minimum Threshold 66.67 points for Technical Criteria

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

| Technical Evaluation Criteria | Points Weightings | Scoring guideline |
|---|-------------------|--|
| <ul style="list-style-type: none"> Bidder to submit signed invoices, signed reference letters or testimonials on a company letter head for , portfolio of evidence indicating company years of experience, and specialization. | 25 | <p>3 = Provided company profile with more than 6-10 years experience in heavy duty pumps (Sulzer, Warman, FLYGT) and 5 signed reference letters/or invoices within the same period.</p> <p>2 = Provided company profile with more than 3-5 years' experience in heavy duty pumps (Sulzer, Warman, FLYGT) and 3 signed reference letters/or invoices within the same period.</p> <p>1 = Provided company profile with 1-3 years specialization on any heavy-duty centrifugal pump experience + proof</p> <p>0 = No company profile with relevant experience or no reference letter/ or invoice to support claim on submitted profile.</p> |

| Technical Evaluation Criteria | Points Weightings | Scoring guideline |
|--|--------------------------|--|
| <ul style="list-style-type: none"> Bidder to submit proof of recognition or accreditation on a company letterhead by the following OEM of our system: AESSEAL, or Warman/Weir pumps or Sulzer or Flygt pumps. Portfolio of evidence, testimonials. | 35 | 3 = Accreditation or recognition to work on Sulzer pump, or Warman/Weir or Flygt products. Plus OEM accredited facilities to conduct such work. 2 = Letter of Partnership with atleast one of the OEMs plus OEM accredited facilities to conduct such work. 1= Letter of Partnership with one of the listed OEMs 0= None of the above |
| <ul style="list-style-type: none"> Letter of commitment on a company letterhead, either from their supplier, or OEM or whichever company involved in the works. Warranty documents for the parts bought. Commitment to attend on breakdown related to the work done | 20 | 3 = 12 months or more on warranty and commitment to attend to breakdowns 2 = 9 - months of warranty and commitment to attend to breakdowns 1 = 6 months warranty and commitment to attend to breakdowns 0 = No warranty, no commitment. |
| <ul style="list-style-type: none"> Work Schedule for the duration of the repairs, commitment letter or partnership letter with written commitment, indicating lead time. | 20 | 3 = Work Schedule plus commitment letter of 1 month lead time 2 = Work Schedule plus commitment letter of 2 months lead time 1 = Work schedule plus commitment letter of 3 months 0 = More than 3 months lead time |
| Total Weighting: | 100 | |
| Minimum qualifying score required: | 66.67 | |

Respondents must complete and submit **Annexure C which include a Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure **C**

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

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

1.4 STEP FOUR: Evaluation and Final Weighted Scoringa) **Price Criteria** [Weighted score 80 points]:

| Evaluation Criteria | RFP Reference |
|---------------------|------------------|
| • Commercial offer | <i>Section 4</i> |

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

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

Where:

 P_s = Score for the Bid under consideration P_t = Price of Bid under consideration P_{min} = Price of lowest acceptable Bidb) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

1.6 STEP SIX: Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

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

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 Validity Period

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Johannesburg Stock Exchange Debt Listing Requirements

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

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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

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

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

| The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld. | | | | | | |
|--|---------------------------|---|----------------|--|---|------------|
| Is the Respondent (Complete with a "Yes" or "No") | | | | | | |
| A DPIP/FPPO | | Closely Related to a DPIP/FPPO | | Closely Associated to a DPIP/FPPO | | |
| List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement. | | | | | | |
| No | Name of Entity / Business | Role in the Entity / Business (Nature of interest/ Participation) | Shareholding % | Registration Number | Status (Mark the applicable option with an X) | |
| | | | | | Active | Non-Active |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

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

4 Returnable Documents

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

| | |
|--------------------------------|---|
| Mandatory Returnable Documents | <i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i> |
|--------------------------------|---|

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

a) Mandatory Returnable Documents

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

| Mandatory Returnable Documents | Submitted [Yes or No] |
|--|------------------------------|
| ANNEXURE B: A written confirmation that the Service Provider is OEM approved and with relevant experience as expressed on the scope of works. | |
| QUOTATION (Annexure B for Pricing Schedule) | |

b) Returnable Documents Used for Scoring

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

| RETURNABLE DOCUMENTS USED FOR SCORING | SUBMITTED [Yes or No] |
|---|------------------------------|
| Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn Affidavit as per DTIC guidelines) | |
| Bidder to submit signed invoices, signed reference letters or testimonials on a company letter head for , portfolio of evidence indicating company years of experience and specialisation. | |
| Bidder to submit proof of recognition or accreditation on a company letterhead by the following OEM of our system: AESSEAL, or Warman/Weir pumps or Sulzer or Flygt pumps. Portfolio of evidence, testimonials. | |
| Letter of commitment on a company letterhead, either from their supplier, or OEM or whichever company involved in the works. Warranty documents for the parts bought. Commitment to attend on breakdown related to the work done. | |

| RETURNABLE DOCUMENTS USED FOR SCORING | SUBMITTED [Yes or No] |
|---|--------------------------|
| Work Schedule for the duration of the repairs, commitment letter or partnership letter with written commitment, indicating lead time. | |

c) Essential Returnable Documents:

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

| ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES | SUBMITTED [Yes or No] |
|---|--------------------------|
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement | |
| SECTION 1: SBD1 Form | |
| SECTION 3: Evaluation Methodology, Criteria and Returnable Documents | |
| SECTION 5: Certificate of Acquaintance with RFQ Documents | |
| SECTION 6: RFQ Declaration and Breach of Law Form | |
| SECTION 7: B-BBEE Preference Claim Form | |
| SECTION 8: Protection of Personal Information | |
| SECTION 9: SBD 9 Certificate of Independent Bid Determination | |
| SECTION 10: Contractor Management SHE documentation | |
| SECTION 11: Section 37(2) of the Occupational Health and Safety Act | |

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4 QUOTATION FORM

Please refer to **Annexure B** to complete BOQ

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule- Refer to Annexure B

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT:

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

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

Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFQ as Annexure D

SECTION 5
CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

| |
|---|
| ANNEXURE D: Transnet’s General Bid Conditions |
| ANNEXURE E: Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet |
| ANNEXURE F: Transnet’s Supplier Integrity Pact |
| ANNEXURE G: Non-disclosure Agreement |

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6
RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |

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

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

YES/NO

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

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

BREACH OF LAW

12. We further hereby certify that *I/we have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

| | |
|---|-------------|
| For and on behalf of _____ duly authorised hereto | AS WITNESS: |
|---|-------------|

| | |
|------------|--|
| Name: | Name: |
| Position: | Position: |
| Signature: | Signature: |
| Date: | Registration No of Company/CC _____ |
| Place: | Registration Name of Company/CC _____ |

Respondent's Signature

Date & Company Stamp

SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR -B-BBEE Level 1/2 (5) -30% Black Women Owned entities (5) -+50% Black Youth Owned entities (5) -Entities owned by people with disability (5) | 20 |
| Total points for Price and Specific Goals must not exceed | 100 |

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, 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"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 Pmax = Price of highest acceptable Bid

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

| Selected Specific Goal | Number of points allocated (80/20) |
|--|------------------------------------|
| B-BBEE Level of contributor (1 or 2) | 5 |
| +50% Black Youth Owned Entities | 5 |
| 30% Black women Owned entities | 5 |
| Entities Owned by People with Disability (PWD) | 5 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals | Acceptable Evidence |
|--|---|
| B-BBEE | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| 30% Black Women Owned Entities | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| +50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| Entities Owned by People with Disability (PWD) | Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability |
| Entities/Black People living in rural areas | Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months. |
| South African Enterprises | CIPC Certificate |
| EME or QSE 51% Black Owned | B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate |
| Entities that are 51 % Black Owned | CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be |

| | |
|--|---|
| | accepted) as per DTIC guideline |
| Promoting exports Orientated for Job creation | Section.....Job Creation Schedule Returnable documents |
| Local Content and Local Production | Returnable Local Content and production Annexures |
| NIPP | NIPP Returnable documents |
| Creation of new jobs and labour intensification | Section.....Job Creation Schedule Returnable documents |
| The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned | Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline |
| The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area | CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity |

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

| | |
|-----|----|
| YES | NO |
|-----|----|

7.1.1 If yes, indicate:

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

(Tick applicable box)

| | |
|-----|----|
| YES | NO |
|-----|----|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 8

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

| | |
|------------|-----------|
| YES | NO |
|------------|-----------|

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: _____

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

SECTION 9:**SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices, or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation.
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - a. prices.

- b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors, or formulas used to calculate prices.
 - d. the intention or decision to submit or not to submit, a bid.
 - e. the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 10
CONTRACTOR MANAGEMENT SHE DOCUMENTATION
(TO BE SUBMITTED ON AWARD)

Date of inspection/ Evaluation:

| | |
|--|--|
| Client | |
| Employer (Principal contractor) | |
| Registered name of the enterprise | |
| Trade name of the Enterprise | |
| Company Registration No | |
| SARS registration No(PAYE) | |
| UIF registration No | |
| COIDA registration no | |
| Relevant SETA for EEA purpose | |
| Industry sector | |
| Bargaining Council | |
| Contact person & position | |
| Contact number | |
| Site Address | |
| Postal Address | |
| Chief Executive Officer | |
| Chief Executive officer's email and contact number | |
| Construction Manager | |
| Health and Safety Representative | |
| Activities/ Service rendered | |
| Commencement date | |
| Completion date | |

Respondent's Signature

Date & Company Stamp

| | |
|------------------------------------|--|
| Site Phone | |
| Total number of employees on site: | |
| Female | |
| Male | |
| People with disabilities | |

Respondent's Signature

Date & Company Stamp

| CONTRACTOR | Complying | Not Complying (i.e., Comments) | Not Applicable |
|---|------------------|---|---------------------------|
| <p>1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (Rev, date, approval)</p> | | | |
| <p>2. Contractor scope of work information (Company Profile)</p> | | | |
| <p>3. Notification of Construction Work to the Department of Labor: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, must carry the stamp of acceptance from the Department of Labor <i>(if applicable)</i></p> <p>4. Application for a permit to do construction work <i>(if applicable)</i></p> | | | |
| <p>5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.</p> | | | |
| MANAGEMENT PLANS | | | |
| <p>6. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers</p> | | | |
| <p>7. Approved Contractor Execution Plan</p> | | | |

| | | | |
|--|--|--|--|
| correlating with Specification provided by Transnet (i.e., Approved health and safety plan, environmental plan, security plan etc.) | | | |
| 8. Contractors Health and Safety Policy | | | |
| 9. Site Specific Emergency Plan | | | |
| 10. Contractors Traffic Management Plan (if applicable) | | | |
| 11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> . | | | |
| APPOINTMENTS | | | |
| 12. Fully completed appointments of the following (depends on the scope of work) but not limited to: | | | |
| <ul style="list-style-type: none"> 16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract | | | |
| <ul style="list-style-type: none"> CR 8(1) – Construction Manager | | | |
| <ul style="list-style-type: none"> CR 8(7) – Construction Supervisor | | | |
| <ul style="list-style-type: none"> CR 8(8) – Assistant Construction Supervisor | | | |
| <ul style="list-style-type: none"> CR 8(5) – Construction Safety Officer | | | |
| <ul style="list-style-type: none"> CR 9(1) – Risk assessment | | | |
| <ul style="list-style-type: none"> CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i> CR 10.(2)(b) (fall risk) Physical & Psychological fitness | | | |
| <ul style="list-style-type: none"> CR 23.(d)(k) – Vehicle operator and Inspector | | | |
| <ul style="list-style-type: none"> GSR 3.4 – First aider | | | |
| <ul style="list-style-type: none"> CR 29 (h) – Fire Fighter | | | |
| <ul style="list-style-type: none"> Sec 24, GAR 9(2) – Incident Investigator | | | |

 Respondent's Signature

 Date & Company Stamp

| | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> • CR 13(1)(a) – Excavation Supervisor | | | |
| <ul style="list-style-type: none"> • CR 28(a) – Stacking and Storage Supervisor | | | |
| <ul style="list-style-type: none"> • CR 12(1) – Temporary works designer | | | |
| <ul style="list-style-type: none"> • CR 14(1) – Demolition work supervisor | | | |
| <ul style="list-style-type: none"> • CR 16(1) – Scaffolding work supervisor | | | |
| <ul style="list-style-type: none"> • CR 17 (1) – Suspended platform work supervisor | | | |
| <ul style="list-style-type: none"> • CR 18(1)(a) – Rope access supervisor | | | |
| <ul style="list-style-type: none"> • CR 19(8)(a) – Material host Inspector | | | |
| <ul style="list-style-type: none"> • CR 20(1) – Bulk mixing plant supervisor | | | |
| <ul style="list-style-type: none"> • CR 21(2) – Explosive actuated fastening devices inspector | | | |
| <ul style="list-style-type: none"> • Sec 17(1) – SHE Rep (more than 20 employees) | | | |
| <ul style="list-style-type: none"> • GSR 13(a) – Ladder Inspector <p>An abbreviated CV of the above appointed persons shall be attached to the appointment.</p> <p>Competency certificates will also be attached as required in specifications</p> | | | |
| <p>13. Elevated work training (Rescue/ Safety harnesses) – accredited Training (<i>If applicable</i>)</p> | | | |
| <p>14. Fall Protection Plan by competent person / Rescue Plan (<i>If applicable</i>)</p> | | | |
| <p>15. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.</p> | | | |

| | | | |
|--|--|--|--|
| <p>16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e., Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what, they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.</p> | | | |
| <p>17. PPE Policy and most recent issue register.</p> | | | |
| <p>INDUCTION</p> | | | |
| <p>18. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:</p> | | | |
| <ul style="list-style-type: none"> • Employee Dossier with applicable documentation; | | | |
| <ul style="list-style-type: none"> • Proof of site-specific induction; | | | |
| <ul style="list-style-type: none"> • Copy of ID Document; | | | |
| <ul style="list-style-type: none"> • Legal Letter of Appointment; | | | |
| <ul style="list-style-type: none"> • Proof of competence i.e.: Artisans, drivers, operators etc.; | | | |
| <ul style="list-style-type: none"> • Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e., Annexure 3 for construction work) | | | |
| <p>REGISTERS</p> | | | |
| <p>19. Copy of equipment registers to be used with copy of each item’s inspection checklist. The registers are not limited to the following, depends on the scope of work:</p> | | | |
| <ul style="list-style-type: none"> • Site visitors register | | | |
| <ul style="list-style-type: none"> • Excavation Inspection Register | | | |

| | | | |
|--|--|--|--|
| • Hand tools Inspection register | | | |
| • Barricading Inspection Register | | | |
| • Traffic Inspection Register | | | |
| • Mobile Toilet Inspection Register | | | |
| • Daily Risk Assessment and Toolbox Talk | | | |
| • PPE Inspection Register | | | |
| • First Aid kit Inspection Register | | | |
| • Fire Fighting Equipment Register | | | |
| • Portable electrical Equipment Register | | | |
| • Pneumatic Tool Register | | | |
| • Compressor Checklist | | | |
| • Ladder Inspection Register | | | |
| • Vehicle Inspection Register | | | |
| • Working at Height Equipment Register | | | |
| INCIDENT/ACCIDENT MANAGEMENT | | | |
| 20. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents | | | |
| 21. Register of first aid injuries | | | |
| 22. Register of reportable injuries to the Provincial Director | | | |
| OTHERS | | | |
| 23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as: | | | |
| • CR 5.1(k) Principal Contractor appointment | | | |
| • CR 7(1)(c)(v) Sub Contractor appointment | | | |
| | | | |
| 24. Training Matrix (Management, Supervisors and Employees) | | | |
| 25. Copy of the OHS act and its Regulations , COID Act Regulations | | | |

 Respondent's Signature

 Date & Company Stamp

| CONTRACTOR'S COMPLIANCE FILE REVIEW | | | |
|-------------------------------------|-----------------|-------------|-----------|
| Date | Print Full Name | Designation | Signature |
| | | | |
| | | | |
| Status | | | |
| Approved | | | |
| Not Approved | | | |
| Reasons for not approving | | | |

Abbreviations

- 1. SHE: Safety, Health, and Environment.
- 2. OEMP: Operational Environmental Management Plan.
- 3. EMP: Environmental Management Plan.
- 4. OHS: Occupational Health and Safety.

Note:

- 1. The contractor may only commence with work on site after all the above requirements have been met and employees have attended induction.
- 2. This form as well as all the documentation received by the SHE Department from the contractor must be kept on the Contract SHE files.

 Respondent's Signature

 Date & Company Stamp

SECTION 11

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provision of Section 37(2)
of the Occupational Health and Safety Act 85 of 1993**

AS ENTERED INTO BY AND BETWEEN

**TRANSNET NATIONAL PORTS AUTHORITY
A DIVISION OF
TRANSNET SOC LIMITED
REGISTRATION NUMBER 1990/000900/30**

(Hereinafter referred to as "the Employer")

AND

(Hereinafter referred to as "the Mandatory")

Compensation Fund Number: _____

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- 6. COOPERATION**
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- 11. INCIDENT REPORTING AND INVESTIGATION**
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18. INTOXICATION NOT ALLOWED**19. PERSONAL PROTECTIVE EQUIPMENT****20. PLANT, MACHINERY AND EQUIPMENT****21. NO USAGE OF EMPLOYER'S EQUIPMENT****22. TRANSPORT****23. CLARIFICATION****24. DURATION OF AGREEMENT****25. HEADINGS****1. REPORTING**

1.1 The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

2. WARRANTY OF COMPLIANCE

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the

provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

2.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or his nominated Chief Executive Officer.

3. APPOINTMENTS AND TRAINING

3.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

3.2 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

3.3 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons, and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

4. SUPERVISION, DISCIPLINE AND REPORTING

4.1 The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

4.2 The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

5. ACCESS TO THE OHS ACT

5.1 The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

6. COOPERATION

6.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

6.2 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery, or equipment.

7. WORK PROCEDURES

7.1 The Mandatory shall, after having established the dangers associated with the work performed, develop, and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with such mitigation measures.

7.2 The Mandatory shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

7.3 The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

8. HEALTH AND SAFETY MEETINGS

8.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings.

9. COMPENSATION REGISTRATION

9.1 The Mandatory shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover remain in force while any such employee is present on the premises.

10. MEDICAL EXAMINATIONS

10.1 The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

11. INCIDENT REPORTING AND INVESTIGATION

11.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labor and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

11.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

12. SUBCONTRACTORS

12.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

12.1.1 The Mandatory shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

12.1.2 The Mandatory shall ensure that work performed by the subcontractor is done under his strict supervision, discipline, and reporting.

12.1.3 The Mandatory shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to this attention.

12.1.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

13. SECURITY AND ACCESS

13.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

13.2 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with their work.

13.3 The Mandatory shall ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery, or equipment to be removed from the premises.

14. FIRE PRECAUTIONS AND FACILITIES

14.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

14.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which included fire-alarm signals and emergency exits, and that such precautions are adhered to.

15. ABLUTION FACILITIES

15.1 The Mandatory shall ensure that an adequate supply of ablution facilities is provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16. HYGIENE AND CLEANLINESS

16.1 The Mandatory shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

17. NO NUISANCE

17.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

17.2 The Mandatory shall ensure that no hindrance, hazard, annoyance, or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

18. INTOXICATION NOT ALLOWED

18.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19. PERSONAL PROTECTIVE EQUIPMENT

19.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

20. PLANT, MACHINERY AND EQUIPMENT

20.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21. NO USAGE OF THE EMPLOYER'S EQUIPMENT

21.1 The Mandatory hereby acknowledge that his employees are not permitted to use any materials, machinery, or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

22. TRANSPORT

22.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall always adhere to the speed limits and road signs on the premises.

22.2 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

23. CLARIFICATION

23.1 In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Manager of the Employer.

24. DURATION OF AGREEMENT

24.1 This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Employer's premises.

25. HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus, done and signed at _____ on the _____ day ____ of _____ 20_____

For and on behalf of the Employer (TNPA)

For and on behalf of the Mandatory (Supplier/Service Provider)

Witnesses:

1. _____

2. _____

Annexures:

- All tender evaluations shall be as specified by the TNPA Procurement Department in the Tender Documentation.

- Annexures:
 - Annexure A: User guide on how to register on eTender.
 - Annexure B: Scope of works
 - Annexure C: Technical Evaluation
 - Annexure D: General Bid Conditions
 - Annexure E: Standard Terms and Conditions
 - Annexure F: Supplier Integrity Pact
 - Annexure G: Non-disclosure Agreement