

Transnet Property

Tender Number: TP/2022/10/0122/13849/RFQ

Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

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## **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR QUOTATION (RFQ)**

### **ONCE-OFF SUPPLY AND INSTALLATION OF 11KN SELF PRIMING CENTRIFUGAL PUMP AT ERMELO YARD**

<b>RFQ NUMBER</b>	<b>: TP/2022/10/0122/13849/RFQ</b>
<b>ISSUE DATE</b>	<b>: 25 OCTOBER 2022</b>
<b>NON-COMPULSORY BRIFING</b>	<b>: 27 OCTOBER 2022 at 11H30</b>
<b>CLOSING DATE</b>	<b>: 02 NOVEMBER 2022</b>
<b>CLOSING TIME</b>	<b>: 12H00PM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

#### **Note to the bidders:**

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

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## SECTION 1: SBD1 FORM

### PART A

#### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	<b>TP/2022/10/0122/13849/RFQ</b>	ISSUE DATE:	<b>25 October 2022</b>	CLOSING DATE:	<b>02 November 2022</b>	CLOSING TIME:	<b>17H00</b>
DESCRIPTION	<b>ONCE-OFF SUPPLY AND INSTALLATION OF 11KW SELF PRIMING CENTRIFUGAL PUMP AT ERMELO YARD</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Raesetja Ledwaba			CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:raesetja.ledwaba@transnet.net">raesetja.ledwaba@transnet.net</a>			E-MAIL ADDRESS	N/A		
<b>SUPPLIER INFORMATION</b>							
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> 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]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

**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:\_\_\_\_\_

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>ONCE-OFF SUPPLY AND INSTALLATION OF 11KN SELF PRIMING CENTRIFUGAL PUMP AT ERMELO YARD</b>
<b>TENDER DOWNLOADING</b>	<p>This Tender can only be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (pls use google chrome to access Transnet link)</p> <p><b>NOTE:</b></p> <p>It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFQ all specifications, drawings and annexures.</p>
<b>ISSUE DATE</b>	<b>25 OCTOBER 2022</b>
<b>NON- COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet Ermelo Yard <b>on the 27 NOVEMBER 2022, at 11:30am</b> for a period of <math>\pm</math> 2 hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul>
<b>CLOSING DATE AND TIME</b>	<p><b>03 NOVEMBER 2022 at 12h00PM</b></p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

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## 2. TENDER SUBMISSION

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

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:

- Log on to the Transnet eTenders management platform website/Portal ([transnetetenders.azurewebsites.net](https://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](https://transnetetenders.azurewebsites.net)

- 3.3 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 3.4 Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. **CONFIDENTIALITY**

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

### 4. **DISCLAIMERS**

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

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

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- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-9 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number.....

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



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## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule

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	Part C3: Scope of work	C3.1 Service Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Raasetja Ledwaba
	Address:	.....
	Tel No.	XXXXXXXXXXXXXXXXXXXX
	E – mail	raasetja.ledwaba@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

- Completed SBD1 Form
- C1.1 Form Of Offer And Acceptance (must be fully completed)
- C2.1. Pricing Data and C2.2 Bill Of Quantities (must be fully completed)
- Recent copy of CSD Registration Report
- Valid Letter of Good Standing with the Compensation Fund (COID) from the Department of Labour
- Valid CIDB minimum 2ME
- Valid registration as plumber with the Plumbing Industry Registration Board(PIRB).
- Minimum two proofs of experience in similar work.
- T2.2-1 Local Production and Content Certificate SBD 6.2. Annexure C, D and E (must be fully completed)

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

**2. Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

**Tenderers must properly complete, duly sign and submit returnable schedule T2.2-2**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

70% for Valve products and actuators;

100% for Steel conveyance pipes (steel galvanized pipe); and

70% for Pumps, medium voltage (MV) motors and associated accessories.

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-2 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

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

[http://www.the dti.gov.za/industrial\\_development/ip.jsp](http://www.the dti.gov.za/industrial_development/ip.jsp)

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

### **3. Stage Three - Eligibility in terms of the Construction Industry Development Board:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2ME or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
  1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation of **2ME or higher** class of construction work; and
  3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a ..... or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

C.2.2 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to all tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-1 certificate of attendance** signed off by the Employer's authorised representative.

C.2.3 No alternative tender offers will be considered.

C.2.4.1 Parts of each tender offer communicated on paper shall be as an **original**, which shall be in the **English Language**.

C.2.4.2 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.5 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **03 NOVEMBER 2022**  
Location: **Transnet eTender Portal**  
**NO LATE TENDERS WILL BE ACCEPTED**

C.2.6 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.7 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;

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5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C.3.1 Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

- C.3.2 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include

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but are not limited to the outcome of a due diligence exercise to be conducted.  
The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.3 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## 2.1 List of Returnable Documents

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

#### Stage One: Pre-qualification Criteria Schedule (Mandatory Returnable Documents)

- Completed SBD1 Form
- C1.1 Form Of Offer And Acceptance (must be fully completed)
- C2.1. Pricing Data and C2.2 Bill Of Quantities (must be fully completed)
- Recent copy of CSD Registration Report
- Valid Letter of Good Standing with the Compensation Fund (COIDA) from the Department of Labour
- Valid CIDB minimum 2ME
- Valid registration as plumber with the Plumbing Industry Registration Board(PIRB).
- Minimum two proofs of experience in similar work.
- T2.2-2 Local Production and Content Certificate SBD 6.2; Annexure C, D and E (must be fully completed. Tenderers who do not meet the specified minimum thresholds for Valves and Plastics Pipes will be disqualified.)

### 2.1.2 Returnable Schedules:

#### General:

- T2.2-3 Authority to submit tender
- T2.2-4 Record of addenda to tender documents
- T2.2-5 Site Establishment requirements

#### Agreement and Commitment by Tenderer:

- T2.2-6 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-7 Non-Disclosure Agreement
- T2.2-8 RFQ Declaration Form
- T2.2-9 RFQ – Breach of Law
- T2.2-10 Certificate of Acquaintance with Tender Document
- T2.2-11 Service Provider Integrity Pact
- T2.2-12 Supplier Code of Conduct

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-13 Insurance provided by the Contractor
- T2.2-14 Form of Intent to provide a Performance Guarantee
- T2.2-15 Three (3) years audited financial statements

Transnet Property

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Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

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### **1.3.3 Other Essential Returnable Documents**

Valid BBBEE Certificate / Sworn Affidavit

TCC PIN

### **1.3.4 Attachments**

C1 - Form Of Offer And Acceptance

C1.2 – Contract Data

C2 – Pricing Data (C2.1 – Pricing Instructions; C2.2 – Bill Of Quantities)

C3 – Scope Of Works



**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-1**

Transnet Property

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Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

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

### Certificate of Attendance at Tender Clarification Meeting (Non-Compulsory)

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet Ermelo Yard, Area Manager's Offices	
On (date)	27 September 2022	Starting time: 11H30

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

Name

Signature

Capacity

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

Name

Signature

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

Date

Transnet Property

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Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

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**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-2**

**LOCAL PRODUCTION AND CONTENT  
CERTIFICATE  
(SBD 6.2; ANNEXURES C + D + E)**

## SBD 6.2

### T2.2-2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

#### 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Valve Products and actuators</b>	<b>70%</b>
<b>Steel Conveyance Pipe (Steel Galvanized Pipe)</b>	<b>100%</b>
<b>Pumps, medium voltage (MV) motors and Associated Accessories</b>	<b>70%</b>

4. Does any portion of the services, works or goods offered have any imported content?  
( ***Tick applicable box***)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. TP/2022/10/0122/13849/Rfq**

**ISSUED BY: TRANSNET PROPERTY**

NB

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

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

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

**Valve products and actuators**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**Pumps, medium voltage (MV) motors and associated accessories**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**Steel conveyance pipes**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## ANNEXURE C (VALVE PRODUCTS AND ACTUATORS)

## Local Content Declaration - Summary Schedule

- (C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

**Note:** VAT to be excluded from all calculations

Pula  EU  GBP

## Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

## Tender summary

Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

## ANNEXURE C (STEEL CONVEYANCE PIPES (STEEL GALVANIZED PIPE))

## Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description:

(C3)

Designated product(s)

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Pula

EU

GBP

(C7)

Specified local content %

**Note:** VAT to be excluded from all calculations

## Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

## Tender summary

Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

## ANNEXURE C (PUMPS MEDIUM VOLTAGE (MV) MOTORS AND ASSOCIATED ACCESORIES)

## Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description:

(C3)

Designated product(s)

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Pula

EU

GBP

(C7)

Specified local content %

**Note:** VAT to be excluded from all calculations

## Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

## Tender summary

Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

(D1)  
(D2)  
(D3)  
(D4)  
(D5)  
(D6)

Tender Exchange Rate:

Pula

EU

GBP

### Calculation of imported content

## Summary

(D19) Total exempt imported value	R 0
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### Calculation of imported content

## Summary

(D32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	Local value of payments
					(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0

Signature of tenderer from Annex B

Date:

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		<u>Note:</u> VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	(E9) TotalRaw Materials (Goods, Services and Works)			

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
	<b>(E13) Total local content</b>		
<b>This total must correspond with Annex C - C24</b>			

**Signature of tenderer from Annex B**

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

**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-3**

Transnet Property

Tender Number: TP/2022/10/0122/13849/RFQ

Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

## T2.2-3: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



Transnet Property

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Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

## B. Certificate for Partnership

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

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

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

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

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Transnet Property

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### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

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#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-4**

Transnet Property

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Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

## T2.2-4: Record of Addenda to Tender Documents

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

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

**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-5**



**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-6**



Transnet Property

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## T2.2-6: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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<sup>1</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

## SBD 4

### 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
 \_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:  
 \_\_\_\_\_
- Name of state institution at which you or the person connected to the bidder is employed:  
 \_\_\_\_\_
- Position occupied in the state institution:  
 \_\_\_\_\_

---

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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Any other particulars:

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**SBD 4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.3 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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---

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

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---

**YES / NO**

2.8.2 If so, furnish particulars.

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**SBD 4**

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.9.1 If so, furnish particulars.

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2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.10.1 If so, furnish particulars:

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## SBD 4

### 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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**SBD 4**

**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY  
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80/90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20/10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** 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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical

and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) **"non-firm prices"** means all prices other than "firm" prices;

(n) **"person"** includes a juristic person;

(o) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) **"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;

(q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;

(s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. 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](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.

## **6. BID DECLARATION**

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

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution:        .        =        .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 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.

(***Tick applicable box***)

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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## 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: \_\_\_\_\_

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF TENDERER(S)

DATE: .....

ADDRESS .....

**SBD 8**

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

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

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



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	<b>hard copy of the Register to facsimile number (012) 3265445.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>3</sup> invited.
2. 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).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard 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) cancel 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.
4. 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.

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> 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.

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5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

---

(Quote Number and Description)

in response to the invitation for the quote made by:

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(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;

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- (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

**SBD 9**

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 consortium<sup>5</sup> 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.

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<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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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

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Name of bidder

**TP/2022/10/0122/13849/RFQ**

**ONCE OFF SUPPLY AND INSTALLATION OF  
11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-7**



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## T2.2-7: NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 138 Eloff Street, Braamfontein, Johannesburg 2001, South Africa

**And**

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

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

### **4. ANNOUNCEMENTS**

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

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

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## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

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11KW SELF PRIMING CENTRIFUGAL PUMP  
AT ERMELO YARD**

**T2.2-8**

Transnet Property

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## T2.2-8: RFQ DECLARATION FORM

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

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

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16"Service Provider Integrity Pact".

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

## IMPORTANT NOTICE TO TENDERERS

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

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



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**T2.2-9**

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## T2.2-9: REQUEST FOR QUOTATION – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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

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**T2.2-10**

## **T2.2-10 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

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**T2.2-11**

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## **T2.2-11: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

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## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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



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

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

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

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:
  - a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.2 The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;

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

## 5 DISQUALIFICATION FROM TENDERING PROCESS

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

- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect



the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- Private gain or advancement; or
  - The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

## 10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
  - Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
  - Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.



## **11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## **12 DISPUTE RESOLUTION**

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

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

## **13 GENERAL**

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

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

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- 13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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**T2.2-12**

## **T2.2-12 : Supplier Code of Conduct**

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

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

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### ***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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**T2.2-13**



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## T2.2-13: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

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**T2.2-14**

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## **T2.2-14: Form of Intent to Provide a Performance Guarantee**

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### **Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

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**T2.2-15**

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## **T2.2-15: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

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**ONCE OFF SUPPLY AND INSTALLATION OF  
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**C1.1**

## C1.1: Form of Offer & Acceptance

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

### ONCE- OFF SUPPLY AND INSTALLATION OF 11KW SELF PRIMING CENTIFUGAL PUMP AT ERMELO YARD

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
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By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

### Note:

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

No.	Subject	Details
1		
2		
3		

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Transnet SOC Ltd

Name &  
signature  
of witness

Date

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**C1.2**

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Johannesburg</b> <b>2001</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Property</b> <b>171 Minnaar</b> <b>Pretoria</b> <b>0001</b> <b>South Africa</b>
	Tel No.	<b>0123152304</b>
10.1	The <i>Service Manager</i> is (name):	<b>XXXXXXXXXXXXXXXXXX</b>

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	Address	<b>Transnet Property 171 Minnaar Pretoria 0001 South Africa</b>
	Tel	<b>012 315 2117</b>
	e-mail	<b>XXXXXXXXXXXXXXXXXX</b>
11.2(2)	The Affected Property is	<b>ERMELO</b>
11.2(13)	The <i>service</i> is	<b>SUPPLY AND INSTALLATION OF AN 11kw SELF PRIMING CENTRIFUGAL PUMP AT ERMELO YARD</b>
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The Service Information is in	<b>C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>4 weeks</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>



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<b>6</b>	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>General Civil Engineering and Building maintenance plant, Equipment and Material will be used in this contract</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	



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W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is  The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Gauteng</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>C3</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Total of the prices</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>Total of the prices</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>Total of the prices.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>1 years after the end of the <i>service period</i>.</b>

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



Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z3 Additional clause relating to Collusion in the Construction Industry</b>	
Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z4 Protection of Personal Information Act</b>	
Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
<b>Z5 Obligations in respect of Subcontracting (If applicable)</b>	
Z5.1	<p>It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.</p>
Z5.2	<p>The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 .... will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.</p>

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Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2 ...., obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	C2 Pricing Data C2 Pricing Data
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	C3
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		.....

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

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

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**C2**

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## PART C2: PRICING DATA

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



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## C2.1 PRICING INSTRUCTIONS ( OPTION A)

### 1.1 The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (ECC), June 2005 (with amendments June 2006) Option A states:

#### Identified and defined terms

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

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

### 1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.
- 1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect

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costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

1.3.6 The price list below is only indicative; contractor must determine his/her own detailed price list to complete the works.

1.3.7 Minor works will only be executed as follows:

a) Minor works must have been approved by the Employer designated person, i.e. Service Manager

b) Upon completion of the works, the supplier must attach work request and signed-off invoice/payment certificate.

C2.2 PRICE LIST					
Item no.	Description	Unit	Quantity	Rate	Price
A.	<b>CONTRACTUAL OBLIGATION</b>				
1.	<b>Preliminaries and generals (P&amp;G):</b> Preliminaries are those items that a project cannot do without, but are not directly involved with the project final product	Sum	1		
2.	<b>Health and Safety;</b> This covers all safety obligation as (regulated by ACT 85) and to include adhering to COVID-19 regulations	Sum	1		
B.	<b>PROJECT SCOPE OF WORKS</b>				
3.	Supply and install Gorman-Rupp self-priming centrifugal pump: Model T3A3S-Bfm) wedge belt driven by 11kW/4P/380V electric motor/ equivalent (Must be a maintenance free sealed bearing motor) <ul style="list-style-type: none"> <li>One pump will be a standby and must be installed with an alarm system to alert when the other pump is faulty.</li> <li>Pipes to be inter-joined after the pumps with none return valves and manual gate valves to allow varying use when one is out of service.</li> </ul>	Sum	2		
4.	Supply, deliver, install, test and commissioning of new Control Panel 6kW 380V with MP204/equivalent protection unit with all control devices to operate (Stop - start) the motor as per specification.	Sum	2		



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Item no.	Description:	Unit	Quantity	Rate	Price
5.	Supply materials for and repair 30MPA Concrete pump slab, supply and install Pump house(2m*2m) to accommodate both pumps	Sum	1		
6.	Supply and install non return valve connected to the supply side of the pump with GMS pipe(Pipe diameter – 75mm) including pressure gauge	Sum	2		
7.	Supply material for and connect both pumps to existing 75mm GMS pipe outlets , pipes to the individual brass gate valves	m	18		
8.	De-sludge pit completely and clean debris and sludge in and around the pit	m <sup>3</sup>	35		
9.	Miscellaneous material	Sum	1		
<b>TOTAL</b>				<b>Excl. VAT</b>	
				<b>VAT 15%</b>	
<b>TOTAL</b>				<b>Incl. VAT</b>	

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**C3**

## C3: Scope of Work: Service Information

### Definitions:

In this Scope of Work:-

- 1) **"access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"ad hoc works"** also known as **"minor new works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"affected property"** shall mean premises / sites or any other building / structure / premises within the geographical area applicable to this Contract.
- 4) **"break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.
- 6) **"chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"contractor"** means the successful tenderer that has been awarded the Service for the period stipulated
- 8) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **"down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.

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- 11) **"installation"** means the geographical areas Buildings referred in this contract including the HVAC installation, water treatment, building management system (BMS) and all related equipment on / in the Site / Affected Property.
- 12) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 13) **"non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, The cost and quantity of spares and material is uncertain and therefore excluded.
- 14) **"normal working-hours"** means office hours, from 07h30 to 17h00 Monday to Friday excluding Public Holidays in South Africa.
- 15) **"person"** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 16) **"property"** means any movable, immovable or intellectual property or any right to such property.
- 17) **"repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 18) **"scope of work"** will bear the same meaning as Service Information.
- 19) **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 20) **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 21) **"service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.
- 22) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 23) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 24) **"supervision"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.

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- 25) **"technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.
- 26) **"tenant"** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 27) **"transnet property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 28) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 29) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

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## 1. *Employer's objectives*

- 1.1. The *Employer's* objective is to enter an Engineering and Construction Contract (ECC) with the *Contractor* to supply and install 11kw self-priming centrifugal pumps at Transnet's Ermelo yard ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

## 2. *Executive overview*

- 2.1. The Employer is desirous that its Employees, Tenants and Others should receive the services so as to ensure that the *Site / Affected Property* complies with all related standards and regulations.
- 2.2. The service will be provided **once off** and as per the frequency indicated in the Affected Property/Sites in this document for the duration of the Contract. The work required includes,
- 2.2.1. Maintenance to Sewer network around the Pump house
- 2.2.2. Desludging of septic tanks
- 2.2.3. Supply, install and commissioning of 11Kw self-priming centrifugal sewer pumps
- 2.2.4. Any other services arising out of or incidental to the above or required of the Service Provider for the proper completion of the service in accordance with the true meaning and intent of the contract.
- 2.3. The extent of the service to be provided includes, but not limited to:
- 2.3.1. Fixing of and connection of sewer pipes.
- 2.3.2. Unblocking sewer drainage.
- 2.3.3. Any other services arising out of or incidental to the above or required of the *Contractor* for the proper completion of the service in accordance with the true meaning and intent of the contract.

## 3. *Description of the services*

- 3.1. This service covers the provision of replacement and upgrading of a sewer pump station in Ermelo, including desludging of sewer pit, flushing and cleaning of sewer pipes, replacement of pumps and conversion of pipes to fit into new pipes at Ermelo in the northern region on a once off contract or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract on a daily basis. The final acceptance of the Service lies with Transnet Property.
- 3.2. The *Contractor* shall be responsible but not limited to the following:
- 3.2.1. Desludging of septic tanks.
- 3.2.2. Installation of pumps complete with control panels.
- 3.2.3. Building & construction concrete slab.
- 3.2.4. Transnet Property reserves the right to approve or disapprove these consumables and or other cleansing agents.
- 3.2.4.1. Only SANS or SABS approved material must be used.
- 3.2.4.2. The Contractor must submit the specification and Material Safety Data sheets of all consumables two (2) weeks after the contract date and thereafter annually.

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3.2.4.3. The Manufacturer's specification and application must be followed strictly.

3.3. The *Employer* shall:

- 3.3.1. Report to the Contractor any irregular performance of or defect in, or damage to any items covered under this Contract.
- 3.3.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
- 3.3.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
- 3.3.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.
- 3.3.5. At the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.4. Any disruptions which are deemed to be beyond the Contractor's control, and which result in the Contractor's workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.
- 3.5. Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient consumables and materials available and with sufficient staff employed on Site / Affected Property.
- 3.6. The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.

## 4. Management structures

### 4.1. Performances Measures

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

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



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Equipment Requirement	Provide submission equipment without failure	<ul style="list-style-type: none"> <li>100% available during equipment verification audit/any random inspection.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Monthly Reports	Timeous submissions of monthly report as per the scope of work	<ul style="list-style-type: none"> <li>Full Compliance to the submission deadlines and agreed with the employer</li> <li>Non-conformance warnings</li> </ul>	<ul style="list-style-type: none"> <li>5% of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract.</li> </ul>

**Table 1: Performance Index**

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#### 4.2. Management meetings

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

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

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

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

#### 4.4. Deliverables

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

#### 4.5. Documentation Control

- 4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan

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and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

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

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

- 4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality

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assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.

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

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

4.6.2.2. Fixed monthly contracted services performed.

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

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

4.6.2.5. V.A.T.

4.6.2.6. Grand Total.

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

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

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

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

#### 4.7. Training Workshops and Technology Transfer

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

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

4.8.1. Equipment

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

4.8.2. Information

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

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

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

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

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

- 5.1.1. The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged

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to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.

5.1.2. The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

5.1.3. The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

5.1.4. The Contractor shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

## 5.2. Quality assurance requirements

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

## 6. Procurement

### 6.1. Equipment

6.1.1. The supply of Equipment not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.

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

6.1.3. The Employer may supply Equipment for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Equipment, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's Equipment other than through normal wear and tear, and any uneconomical use or loss of Equipment provided by the Employer, will be recovered from the Contractor.

6.1.4. Only Equipment of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.



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- 6.1.5. Consumables, Equipment used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The Contractor shall provide and keep or have a list of all consumables. The Employer reserves the right to inspect the inventory list at any time during the term of this Contract.
- 6.1.7. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 6.1.8. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.9. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been delivered by the Contractor, approved and taken over by the Service Manager.
- 6.1.10. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered.
- 6.1.11. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose.
- 6.1.12. All Equipment stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.
- 6.1.13. The Contractor shall be responsible for the provisioning of all material, products, consumables (cleaning materials etc.) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.
- 6.1.14. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary
- 6.2. Correction of defects
  - 6.2.1. If the Employer decide that any work done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.
  - 6.2.2. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor:
    - 6.2.2.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or



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

## 7. Working on Affected Property

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

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

- 7.1.1.1. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
- 7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.
- 7.1.1.3. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:
  - a colour photograph of the relevant member
  - full names and surname
  - identity number
- 7.1.1.4. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.
- 7.1.1.5. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 7.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 7.1.1.7. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 7.1.1.8. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
- 7.1.1.9. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 7.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

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

- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are **Monday to Sunday, day and night.**
- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethics.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty-four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such

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person access to the relevant Premises and require the Contractor to replace such person without delay.

### 7.3. Personnel Standards

#### 7.3.1. Contractor staff must be:

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

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

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

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

- 7.4.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.

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- 7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
  - 7.4.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
  - 7.4.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
  - 7.4.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
  - 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.
- 7.5. Records of Contractor's Equipment
- 7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.
  - 7.5.2. The Contractor shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).
- 7.6. Site services and facilities
- 7.6.1. Provided by the Employer
    - 7.6.1.1. Rest room facilities
    - 7.6.1.2. Storage facilities
    - 7.6.1.3. Site office
  - 7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)
  - 7.6.3. Provided by the Contractor
    - 7.6.3.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.
- 7.7. Tests and inspections
- 7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.
  - 7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

Transnet Property

Tender Number: TP/2022/10/0122/13849/RFQ

Description of the Works: Once Off Supply And Installation Of 11KW Self Priming Centrifugal Pump At Ermelo Yard

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- 7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow-up inspection shall be borne by the Contractor
- 7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed work satisfactorily as agreed.
- 7.7.2.3. The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

### **List of Drawings**

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